

BEFORE THE
ILLINOIS COMMERCE COMMISSION

Springfield, Illinois
July 23, 2001

BEFORE :

APPEARANCES :

(Appearing on behalf of Ameri tech
Illinois)

(Appearing on behalf of Ameritech
Illinois)

1 APPEARANCES: (Cont'd)

2 MR. KENNETH A. SCHIFMAN
3 8140 Ward Parkway
4 Kansas City, Missouri 64114

5 (Appearing on behalf of Sprint
6 Communications Company L.P.)

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8 205 North Michigan Avenue
9 11th Floor
10 Chicago, Illinois 60601

11 (Appearing on behalf of WorldCom,
12 Incorporated)

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1	I N D E X				
2	WITNESSES	DIRECT	CROSS	REDIRECT	RECROSS
3	CHERYLANN MEARS				
	By Mr. Livingston	1548			
4	By Mr. Brady (In Camera)		1564		
5	DEBRA J. ARON				
	By Mr. Livingston	1585			
6	By Mr. Schiffman		1589		
7	JOHN M. MITCHELL				
	By Ms. Gibney	1631		1772	
8	By Mr. Bowen		1632		
	By Mr. Bowen (In Camera)		1752		
9	By Ms. Feinberg		1766		
10	DR. BRIAN K. STAIHR				
	By Schiffman	1776		1812/1814	
11	By Mr. Livingston		1777		1813
12	JAMES R. BURT				
	By Mr. Schiffman	1816		1869	
13	By Mr. Binnig		1818		1874
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16					
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19					
20					
21					
22					

1	I N D E X		
2	EXHIBITS	MARKED	ADMITTED
3	Ameritech Reh. 7.0, 7.01P, 7.02P, 7.1, 7.1P	1546	1557
4	Ameritech Reh. 8.0, 8.0P, 8.1	1584	1588
5	Ameritech Reh. 9.0 & 9.1	1629	1632
6	Rhythms Reh. Mitchell Cross 1	1687	1773
7	Rhythms Reh. Mitchell Cross 2	1722	
8	Rhythms Reh. Mitchell Cross 3	1722	1773
9	Rhythms Reh. Mitchell Cross 4	1748	1773
10	Rhythms Reh. Mitchell Cross 5P	1759	1773
11	Rhythms Reh. Hamilton Cross	1752	
12	2P(Replacement)		
13	Sprint Reh. 4	1775	1776
14	Sprint Reh. 3.0, 3.0P	1815	1818
15	Ameritech Burt Reh. Cross 1	1825	1876
16	Ameritech Burt Reh. Cross 2	1841	1876
17	Ameritech Burt Reh. Cross 3	1862	1876
18			
19			
20			
21			
22			

1 PROCEEDINGS

2 (Whereupon Ameritech
3 Illinois Rehearing Exhibit
4 7.0, 7.01P, 7.02P, 7.1, and
5 7.1P were marked for
6 identification.)

7 JUDGE WOODS: Back on the record in Docket
8 00-0393 on Rehearing, investigation into an
9 Ameritech Illinois tariff concerning the high
10 frequency portion of the loop.

11 At this time I will take the appearances
12 of the parties, please. We might as well start at
13 counsel table.

14 MS. GIBNEY: Kara K. Gibney, 190 South
15 La Salle, Chicago, Illinois 60603, for Ameritech
16 Illinois.

17 MR. LIVINGSTON: Ted Livingston, 190 South
18 La Salle Street, Chicago, Illinois 60603, for
19 Ameritech Illinois.

20 MR. BRADY: On behalf of Staff of the Illinois
21 Commerce Commission, Matthew L. Harvey and Sean R.
22 Brady, 160 North La Salle Street, Suite C-800,

1 Chicago, Illinois 60601.

2 JUDGE WOODS: Mr. Schiffman.

3 MR. SCHIFMAN: Ken Schiffman on behalf of
4 Sprint Communications, L.P., 8140 Ward Parkway,
5 Kansas City, Missouri 64114.

6 MS. FRANCO-FEINBERG: Felicia Franco-Feinberg
7 on behalf of Covad Communications Company, 227 West
8 Monroe, Floor 20, Chicago, Illinois 60606.

9 JUDGE WOODS: Mr. Townsley.

10 MR. TOWNSLEY: Appearing on behalf of WorldCom
11 Incorporated, Darrell Townsley, 205 North Michigan
12 Avenue, Eleventh Floor, Chicago, Illinois 60601.

13 JUDGE WOODS: Any additional appearances? Let
14 the record reflect no response.

15 It's also my understanding we have a
16 number of witnesses who intend to testify today.
17 I'm not sure if all those have been previously
18 sworn, so at this time I'd ask any witness who has
19 not been previously sworn that intends to give
20 testimony today to please stand and raise their
21 right hand.

22 (Whereupon four witnesses

1 were sworn by Examiner
2 Woods.)

3 JUDGE WOODS: Thank you. Be seated.

4 An Ameritech witness first. Is that
5 correct?

6 MR. LIVINGSTON: Yes, it is.

7 JUDGE WOODS: Mr. Livingston.

8 MR. LIVINGSTON: Ameritech Illinois calls as
9 its next witness Cherylann Mears.

10 CHERYLANN MEARS
11 called as a witness on behalf of Ameritech
12 Illinois, having been first duly sworn, was
13 examined and testified as follows:

14 DIRECT EXAMINATION

15 BY MR. LIVINGSTON:

16 Q. Good morning, Ms. Mears.

17 THE WITNESS:

18 A. Good morning.

19 Q. Could you please state your full name
20 for the record and identify your business address?

21 A. My name is Cherylann Mears. I'm an
22 Associate Director - Cost Analysis and Regulatory

1 for SBC Telecommunications Inc. located at One Bell
2 Center, 38-V-, as in Victor, 7, St. Louis, Missouri
3 63101.

4 MR. LIVINGSTON: We've marked Ms. Mears'
5 testimony as -- she has one piece of direct
6 testimony which is public, and we've marked that as
7 Ameritech Illinois Rehearing Exhibit 7.0. Attached
8 to that are two exhibits which are proprietary, and
9 I think we'll call those Ameritech Illinois
10 Rehearing Exhibits 7.01P and 7.02P.

11 JUDGE WOODS: 7.01?

12 MR. LIVINGSTON: 7.01.

13 JUDGE WOODS: Okay.

14 MR. LIVINGSTON: P and 7.02P.

15 JUDGE WOODS: That's fine.

16 MR. LIVINGSTON: And we have both a public and
17 a confidential version of rebuttal testimony, and
18 we've marked those as Ameritech Illinois Rehearing
19 Exhibits 7.1 and 7.1P.

20 JUDGE WOODS: All right.

21 MR. LIVINGSTON:

22 Q. I direct your attention to Exhibit 7.0,

1 Ameritech Illinois Exhibit 7.0, your direct
2 testimony.

3 A. Yes.

4 Q. And that consists of nine pages of
5 questions and answers. Is that correct?

6 A. Yes, that's correct.

7 Q. Do you have any corrections or changes
8 you'd like to make to that testimony?

9 A. Yes, I do.

10 Q. What's the first -- I think these are on
11 pages 7 and 8. Could you identify the first
12 correction you'd like to make?

13 A. Yes. On page 7 under the Q and A
14 "Please describe the cost development of the
15 LiteSpan equipment at the RT and the OCD equipment
16 in the central office", I have a sentence, and it's
17 on line 22 of my version. I'm not sure if that's
18 exactly what everybody else has, but the sentence
19 says: "The result is unit investment." A new
20 sentence says: "The unit investments were then
21 multiplied..." I would like to insert at the
22 beginning of that sentence "On a separate

1 spreadsheet, the unit investments were multiplied"
2 and remove the word "then". So the sentences would
3 read: "The result is a unit investment. On a
4 separate spreadsheet the unit investments were
5 multiplied by the appropriate number of pieces of
6 equipment required in the design, which resulted in
7 the total investment per design."

8 Q. Okay. That appears I think on lines 27
9 through 29 in my copy and I think in Mr. Brady's
10 copy as well. So to sum up, what you did was you
11 added to that sentence that begins "The unit
12 investments" the phrase "On a separate
13 spreadsheet", and then you struck the word "then"
14 between "were" and "multiplied". Correct?

15 A. Yes, that's correct.

16 Q. And that's the sum total.

17 A. Yes.

18 Q. Okay. What's the next change?

19 A. The next change is the next Q and A.
20 The question is: "How were the costs developed for
21 the OCD port terminations?" Three lines down the
22 sentence begins: "The unit investments were

1 multiplied..."

2 Q. I believe this is on line 8 of
3 Mr. Brady's and mine as well.

4 A. I would like to insert at the beginning
5 of that sentence: "Again, on a separate spreadsheet
6 the unit investments were multiplied...", etc.

7 Q. So you're adding the words "Again, on a
8 separate spreadsheet".

9 A. Yes.

10 Q. And the rest is the same.

11 A. Yes.

12 Q. What's the next change?

13 A. The next change is the last sentence of
14 that same Q and A. "As explained above, the SPICE
15 model was used to develop the --

16 JUDGE WOODS: The what?

17 A. I'm sorry?

18 JUDGE WOODS: As explained above, the what.

19 A. "As explained above, the SPICE",
20 S-P-I-C-E, "model was used to develop..." I would
21 like to insert the word "unit investments.", and
22 then also insert "A separate spreadsheet was used

1 to calculate the" and then continue with the
2 sentence "monthly recurring costs for the OC3
3 port."

4 Q. Okay. So in the last line, which is
5 line 13, you inserted between the word "develop"
6 and "the" the following words: "unit investments.
7 A separate spreadsheet was used to calculate", and
8 that's the sum total. Correct?

9 A. Yes.

10 Q. Is there one more change?

11 A. There's one more change. The next Q and
12 A, again on the last sentence, where it says
13 "Again, the investments were loaded into the SPICE
14 model to convert the investments to...", I would
15 like to insert after the word "to" before the word
16 "monthly" "unit investments. A separate
17 spreadsheet was used to calculate the" and then
18 continue with the words "monthly recurring costs."

19 Q. Thank you. Does that complete your
20 corrections and changes?

21 A. Yes, it does.

22 Q. And if I were to ask you the questions

1 that appear in your direct testimony Exhibit on
2 Rehearing 7.0 with the changes and corrections
3 you've just made, would your answer be the same?

4 A. Yes, they would.

5 Q. Okay. Now, we have marked as 7.01P and
6 7.02P the two cost studies attached to your direct
7 testimony.

8 A. Yes.

9 Q. Have I correctly identified those?

10 A. Yes, you have.

11 Q. Were these prepared under your direction
12 and supervision?

13 A. Yes, they were.

14 Q. And I take it your direct testimony was
15 also prepared under your direction and supervision.

16 A. Yes, it was.

17 Q. My fault.

18 Turn, please, to Exhibits 7.1 and 7.1P.
19 This is your rebuttal testimony?

20 A. Yes, it is.

21 Q. And it consists of two pages of
22 questions and answers and no exhibits. Is that

1 correct?

2 A. Yes.

3 Q. Do you have any changes or corrections
4 to make to this?

5 A. No, I do not.

6 Q. Was this rebuttal testimony prepared
7 under your direction and supervision?

8 A. Yes, it was.

9 Q. If I were to ask you the same questions
10 that appear in this rebuttal testimony today, would
11 your answers be the same?

12 A. Yes, they would.

13 MR. LIVINGSTON: Your Honor, I move the
14 admission into the record of Ameritech Illinois
15 Rehearing Exhibits 7.0, 7.01P, 7.02P, 7.1 and 7.1P.

16 JUDGE WOODS: Objections?

17 MS. FRANCO-FEINBERG: Covad has no objection
18 based on Ameritech's representations at a prior
19 point in this hearing that it is not submitting
20 Ms. Mears' testimony or attachments with the
21 expectation that the Commission would either review
22 or approve the rates for either the broadband

1 service offering or should the Commission determine
2 that there should be a broadband UNE offering for
3 that purpose as well.

4 MR. BOWEN: Your Honor, Rhythms has the same
5 position, although I'm not sure -- I believe it was
6 Mr. Binnig who made the statement and I believe it
7 may have been off the record concerning Ameritech's
8 intentions with respect to the costing information
9 that's sponsored by this witness. We also have no
10 objection to its admission so long as it is not --
11 so long as -- I know you can't control what the
12 Commission does, but so long as Ameritech does not
13 seek to have prices set on this basis in this
14 particular rehearing.

15 MR. LIVINGSTON: We're responding to
16 Commissioner Squires' questions.

17 JUDGE WOODS: Okay.

18 MR. LIVINGSTON: And that's why we submitted
19 it.

20 MR. BOWEN: Well, I understand, but off the
21 record your co-counsel represented that you would
22 not seek to have the Commission set prices on that

1 basis. I want to hear it on the record now from
2 Ameritech.

3 MR. LIVINGSTON: I confirm Mr. Binnig's
4 off-the-record representation.

5 MR. BOWEN: Thank you.

6 JUDGE WOODS: And that's my recollection as
7 well.

8 MR. BOWEN: Thank you.

9 JUDGE WOODS: The documents are admitted.

10 (Whereupon Ameritech
11 Illinois Rehearing Exhibits
12 7.0, 7.01P, 7.02P, 7.1, and
13 7.1P were admitted.)

14 MR. BRADY: Staff would like to ask some
15 questions. I've got some clarification, even
16 though this testimony is being admitted into the
17 record.

18 JUDGE WOODS: Okay.

19 MR. BRADY: And, unfortunately, all our
20 questions involve proprietary information, so we
21 need to go in camera.

22 JUDGE WOODS: Okay. At this time I would

1 instruct the Court Reporter to close the public
2 record and begin a proprietary record.

3 (Whereupon at this point
4 the parties agreed the
5 proceedings would be
6 considered proprietary and
7 are contained in the
8 separate in camera
9 transcript.)

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1 CONTINUATION OF PROCEEDINGS

2 JUDGE WOODS: We're back on the public record.

3 Let's go off the record.

4 (Whereupon an
5 off-the-record discussion
6 transpired, and Ameritech
7 Illinois Rehearing Exhibits
8 8.0, 8.0P, and 8.1 was
9 marked for identification.)

10 JUDGE WOODS: Mr. Livingston.

11 MR. LIVINGSTON: Thank you, Your Honor.

12 Ameritech calls as its next witness
13 Debra J. Aron. We have both a confidential and
14 public version of direct testimony which we've
15 marked as Ameritech Rehearing Exhibit 8.0 and 8.0P,
16 and we have one piece of rebuttal testimony which
17 is public, and we've marked that as Ameritech
18 Rehearing Exhibit 8.1.

19 JUDGE WOODS: Very well.

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1 DEBRA J. ARON
2 called as a witness on behalf of Ameritech
3 Illinois, having been first duly sworn, was
4 examined and testified as follows:

5 DIRECT EXAMINATION

6 BY MR. LIVINGSTON:

7 Q. Good morning, Ms. Aron.

8 THE WITNESS:

9 A. Good morning.

10 Q. Or Dr. Aron; excuse me. Could you
11 please state your full name for the record?

12 A. Debra J. Aron, A-R-O-N.

13 Q. And could you give your business
14 address, please?

15 A. 1603 Orrington Avenue, Suite 1500,
16 Evanston, Illinois 60201.

17 Q. And you have filed both direct and
18 rebuttal testimony in this matter?

19 A. Yes, I have.

20 Q. I'd like to direct your attention to
21 your direct testimony, 8.0 and 8.0P. Both of these
22 consist of 44 pages of questions and answers. Is

1 that correct?

2 A. Yes.

3 Q. And one exhibit?

4 A. My CV, correct.

5 Q. And that's DJA-1, correct?

6 A. Right.

7 Q. Do you have any corrections or changes
8 you'd like to make to your direct testimony?

9 A. I do. On page 21, lines 9 and 10, the
10 sentence starts on line 8 and reads: "Table 3
11 identifies the addressability of DSL and cable
12 modems based on a nationwide survey of 105 million
13 U.S. household conducted by JP Morgan/McKinsey &
14 Co.", and I'd like to delete the words "a
15 nationwide survey of 105 million U.S. households"
16 and insert the word "analysis".

17 Q. So the sentence would now read: "based
18 on analysis conducted by JP Morgan?"

19 A. Correct. And then on line 20 -- I'm
20 sorry -- on line 12 on the same page, the last word
21 is "surveyed", and I'd like to delete that word,
22 and on line 17 the sentence starts: "The survey

1 data used to compile Table 3". I want to delete
2 the word "survey", please.

3 Q. Have those completed your corrections?

4 A. Yes.

5 Q. Were 8.0 and 8.0P prepared under your
6 direction and supervision?

7 A. Yes, they were.

8 Q. If I were to ask you the questions that
9 appear in those documents today, would your answers
10 as corrected be the same?

11 A. Yes.

12 Q. I direct your attention to 8.1. This is
13 your rebuttal testimony. Is that right?

14 A. Correct.

15 Q. And it consists of 32 pages of questions
16 and answers?

17 A. Right.

18 Q. Was this prepared under your direction
19 and supervision?

20 A. Yes, it was.

21 Q. Do you have any corrections or changes
22 you'd like to make to your rebuttal testimony?

1 A. Just one. On page 11 the sentence
2 starting on line 3 reads: "The only relevant data
3 provided by Staff or Intervenors of which I am
4 aware of", and to preserve some semblance of
5 literacy I'd like to delete the second "of",
6 please, after the word "aware".

7 Q. And that's it.

8 A. That's it.

9 Q. If I were to ask you the same questions
10 that appear in 8.1 today, would your answers be the
11 same?

12 A. Yes.

13 MR. LIVINGSTON: I move the admission of 8.0,
14 8.0P, and 8.1, Your Honor.

15 JUDGE WOODS: Objections?

16 MR. BOWEN: No objection.

17 MR. SCHIFMAN: None.

18 JUDGE WOODS: The documents are admitted
19 without objection.

20 (Whereupon Ameritech
21 Illinois Rehearing Exhibits
22 8.0, 8.0P, and 8.1 were

1 received into evidence.)

2 JUDGE WOODS: The witness is available for
3 cross. Mr. Schiffman.

4 CROSS EXAMINATION

5 BY MR. SCHIFMAN:

6 Q. Good morning, Dr. Aron.

7 A. Good morning.

8 Q. Ken Schiffman on behalf of Sprint.

9 I'd like to direct your attention to
10 page 35 of your direct testimony. Here I believe
11 you're talking about the current NGDLC offering by
12 Ameritech has one PVP per channel bank, and you're
13 worried that CLECs will take up too much capacity
14 in a channel bank by leasing a PVP from Ameritech.
15 Is that the general thrust of your testimony here?

16 A. Yes.

17 Q. Okay. Have you heard the testimony of
18 CLEC witnesses here in this hearing stating that
19 they would agree not to lease a PVP from Ameritech
20 Illinois until multiple PVPs are available per
21 channel bank?

22 A. I'm not aware that CLECs have made that

1 commitment. I've heard that suggestion.

2 Q. Let's assume that CLECs have made that
3 commitment. Okay?

4 A. Okay.

5 Q. Does that take care of your concern that
6 CLECs will be able to hog bandwidth?

7 A. No, not entirely. I've raised a number
8 of concerns here with respect to CLECs using
9 bandwidth on the NGDLC, one of which is a strategic
10 concern that I discuss on page 35 that you referred
11 to, and that concern is that the more capacity that
12 can be co-opted in one piece you might say, the
13 greater a strategic opportunity there is for CLECs
14 to co-opt that capacity in order to prevent other
15 competitors from having it. The less capacity that
16 a CLEC can get in one piece like that, I think the
17 more that concern is assuaged, but the bigger
18 concern I think is that my perception of what some
19 CLECs want to do with unbundled access to the NGDLC
20 is to use that capacity for purposes that the
21 system was not originally designed for. It was
22 originally designed and intended to be a mass

1 market offering, and as a mass market offering the
2 design of it makes sense. To the extent that CLECs
3 then want to take that capacity, put high bandwidth
4 services on it to serve business customers and in
5 particular large business customers, I think that
6 that's an inappropriate use of the facility and
7 would prevent the use of it for its original
8 purpose; that is, to the extent that the carriers
9 don't agree with Ameritech Illinois on the use of
10 the facility for that purpose.

11 Q. Dr. Aron, I'm focusing here -- I
12 appreciate your explanation, but I'm focusing here
13 on your testimony that discusses that CLECs will be
14 co-opting capacity to obtain a strategic advantage,
15 and my direct question is, is your concern
16 addressed by virtue of the fact that when Alcatel
17 makes available multiple PVPs per channel bank?

18 A. If you're referring just to the
19 strategic opportunity that I've discussed on the
20 bottom of page 35, then I would say it depends on
21 after the unchaining of the channel banks how many
22 PVPs there are available and how much capacity it

1 consumes. I don't know the answer to that.

2 Q. Well, let's say there's 50 PVPs
3 available per channel bank. Is your concern
4 addressed?

5 A. As I recall, a channel bank will serve
6 670 something customers potentially. If you divide
7 that up into 50, you are still co-opting a
8 substantial piece of that capacity. I think that
9 one-fiftieth of it is a lot less of a concern than
10 one-third of it.

11 Q. Okay. Are you familiar with Mr. Keown's
12 cost study that he presented in this case?

13 A. Yes, I am.

14 Q. How many customers does he think a CLEC
15 can reasonably expect to obtain per serving area
16 interface?

17 A. I don't believe that Mr. Keown offered
18 an opinion on that in his cost study. He made some
19 assumptions about what the cost implications would
20 be of particular assumptions about that, but I
21 don't think he asserted an opinion.

22 Q. All right. We'll get to that later.

1 Turn to page 37 of your testimony.
2 You're talking about line cards and the ability of
3 -- and I believe its Ameritech's exhaust concerns
4 with CLECs using or being able to collocate line
5 cards. Are you aware that CLECs here are asking
6 for virtual collocation of line cards in this case?

7 A. I've seen that terminology used, yes.

8 Q. Okay. And, for example, if CLECs
9 virtually collocated line cards and shared the
10 ports on those line cards, meaning CLEC A gets to
11 use one port on a line card, CLEC B gets to use
12 another port, and Ameritech's affiliate, AADS, uses
13 port C or the third port, are your concerns
14 addressed that the line card capacity would not be
15 exhausted?

16 A. I think there's a disconnect in your
17 question because as I understand virtual
18 collocation from the central office virtual
19 collocation model, in virtual collocation the CLEC
20 owns the equipment and leases it back in some sense
21 to the ILEC, and the ILEC controls that in the
22 sense that the CLEC does not have access to it for

1 purposes of maintenance and deployment, but the
2 CLEC still owns the equipment, and so when I
3 translate that model to virtual collocation of a
4 line card, I can't understand how -- it's
5 consistent with that concept of virtual collocation
6 for CLECs to share different ports on the line
7 card. If Sprint, for example, were to own the line
8 card, it would be up to Sprint, as I understand it,
9 to negotiate with Rhythms if Rhythms wants a port
10 on that card. It would not be up to Ameritech to
11 make a -- it wouldn't be within Ameritech's rights
12 to allocate a port on that card to some other
13 carrier.

14 Q. Certainly you've heard the testimony in
15 this case that SBC was considering that very option
16 that I described, the sharing of line ports on a
17 particular line card, have you not?

18 A. Are you -- can you tell me what
19 specifically you're referring to?

20 Q. Back in I believe it was Mr. Boyer
21 discussed that in response to some questions from
22 Mr. Bowen.

1 A. I wasn't here for Mr. Boyer's testimony.

2 Q. Okay.

3 A. But my understanding is that that was
4 considered and rejected and that that's what led to
5 the Project Pronto Waiver Order.

6 Q. Okay. Let's take out the sharing of
7 line ports for now out of the example. Okay?
8 CLECs get virtually collocate line cards with
9 Ameritech Illinois. They say, Ameritech, here's my
10 line card. You manage it for me. Okay? Let me
11 strike that example. I want to go back to
12 something else. Pardon me.

13 In your testimony you use four ports per
14 line card, correct?

15 A. In the example that I gave as to what
16 the potential inefficiencies would be of the line
17 card collocation approach?

18 Q. Okay.

19 A. Yes.

20 Q. And you realize that four ports per line
21 card are not available yet from Ameritech. Is that
22 true? That Alcatel does not make that option

1 available at this point in time.

2 A. That's my understanding, although in the
3 equipment that I've seen it's designed to
4 accommodate the quad cards because that's -- it's
5 anticipated that that will be forthcoming very
6 soon.

7 Q. In Release 11, right?

8 A. I don't know if it's tied to Release 11
9 or not. I don't know the answer.

10 Q. Okay. And the multiple PVP per channel
11 bank, what is that tied to?

12 A. What is it tied to?

13 Q. Meaning when is that going to be
14 available?

15 A. I don't know.

16 Q. Okay. But you claim in your testimony
17 that multiple PVPs cannot be made available per
18 channel bank at this point in time. Right?

19 A. That's my understanding, yes.

20 Q. Okay. But you don't make that
21 distinction when you're talking about how many
22 ports on a line card are available?

1 A. The way I've seen the equipment, SBC is
2 actually only installing as many dual port cards as
3 it needs because it anticipates that it will very
4 soon be receiving the four-port cards.

5 Q. But you don't make that distinction in
6 your testimony. That only dual-port cards are
7 available now, right?

8 A. No. I think that the deployment
9 parameters at this point are really based on the
10 expectation of the four-port card being available.

11 Q. Okay.

12 A. Very, very soon.

13 Q. And when those cards are -- four-port
14 cards are available, we could also reasonably
15 expect that CLECs will be able to obtain multiple
16 PVPs per channel bank too with that same release,
17 right?

18 A. As I said, I don't know that. I don't
19 know that that's true.

20 Q. Okay. Getting back to the virtual
21 collocation of line cards and the port sharing,
22 let's just assume that this Commission determines

1 that that's the most efficient way for CLECs to
2 utilize Ameritech line -- or to utilize the line
3 card collocation standard. In other words, the
4 Commission determines CLECs can virtually collocate
5 line cards, and it's going to be up to Ameritech to
6 manage the ports on those line cards and to
7 basically dole those ports out to the various
8 CLECs. Does that address your concerns with CLECs
9 exhausting capacity on the line cards?

10 A. I think that what you're describing is
11 from a provisioning standpoint, not necessarily an
12 OSS or back office standpoint, but from a
13 provisioning standpoint I think what you're
14 describing is essentially what the wholesale
15 broadband service is with the exception of
16 relinquishing control to the CLECs of what sort s of
17 cards are deployed in that system, and as I think
18 my testimony makes clear, the biggest concern from
19 my perspective is not the potential for inefficient
20 use of the line cards but the potential for loss of
21 control of the system, and it's for that reason
22 that I think it would be rational for any company

1 making a large, risky investment to withhold that
2 investment under conditions of loss of control.

3 Q. Okay, Dr. Aron, I'd appreciate it if
4 you'd answer my questions. You talk about -- yes,
5 you talk about loss of control or I understand
6 that's your testimony, but let's talk specifically
7 about the question that I just asked you, whether
8 or not on the top of page 37 you talk about line
9 cards -- for the ability of CLECs to collocate line
10 cards, that that would exhaust the capacity on the
11 line cards. I'm asking you in a specific situation
12 where a CLEC purchases a line card, virtually
13 collocates it with Ameritech, Ameritech manages the
14 capacity on it and doles out the ports to the
15 various CLECs in that serving area or at that
16 remote terminal, does that take care of your
17 capacity issues with respect to line cards?

18 A. Subject to the caveats I gave you about
19 the viability of that, yes, I think it does because
20 I think that other than the control issue, that is
21 the broadband service.

22 Q. Okay. Let's go to your rebuttal

1 testimony, Dr. Aron. Now at page 2 you talk about
2 at the top the CLEC witnesses fundamentally erring
3 in assuming that Ameritech Illinois is a monopoly
4 provider of broadband services. Do you see that?

5 A. Yes, I do.

6 Q. Do you agree that Ameritech is a
7 monopoly provider of voice local loop facilities?

8 A. I think that there are geographic areas
9 in Illinois where that would be true, but it's not
10 universally true. It's not true in downtown
11 Chicago certainly.

12 Q. Are you aware that Ameritech has agreed
13 to provide voice services over the Project Pronto
14 architecture?

15 A. Yes.

16 Q. Okay. So for the places where Ameritech
17 is serving customers over Project Pronto
18 architecture and it's serving them with a voice
19 only offering, then you would agree that Ameritech
20 is essentially the monopoly provider of that
21 particular voice service, would you not?

22 A. Could you repeat that, please?

1 Q. Sure. Ameritech Illinois has agreed to
2 provide voice services over the Project Pronto
3 architecture. Right?

4 A. Right.

5 Q. On an unbundled basis. Right?

6 A. In terms of the loop you mean?

7 Q. Yes.

8 A. The voice loop? Yes.

9 Q. A CLEC can obtain from Ameritech
10 Illinois a voice loop that is provisioned over
11 Project Pronto architecture. Right?

12 A. As far as I know.

13 Q. Okay. So in that case Ameritech is the
14 monopoly provider of that service, right?

15 A. No, I don't think that follows.

16 Q. Of that voice loop.

17 A. For example, if there is a Pronto
18 facility in downtown Chicago, Ameritech will be
19 providing a voice -- or I assume will be making
20 available a voice loop over that architecture, but
21 Ameritech is not a monopolist in voice facilities
22 in downtown Chicago. There are many other carriers

1 who have their own outside plant.

2 Q. Regardless if Ameritech is a monopolist
3 or not, they still have to unbundle that voice
4 service provisioned over the Project Pronto
5 architecture. Right?

6 A. That's my understanding of the rules,
7 yes.

8 Q. Okay.

9 JUDGE WOODS: Of the what?

10 A. Of the rules.

11 Q. Down at the bottom of this page you
12 state that the CLECs are ignoring the fundamental
13 issue in this docket which is that there may be no
14 investment at all in next generation DSL
15 facilities. That's your contention, correct?

16 A. In Illinois, right.

17 Q. Yeah. Isn't it true that Ameritech
18 already had invested in Project Pronto facilities
19 in Illinois prior to the Commission ruling in this
20 matter the first time?

21 A. My understanding is that Ameritech
22 Illinois has not made any of the DSL Project Pronto

1 investments. To the extent that there are voice -
2 side investments that have been made, I don't know.

3 Q. Okay. Did you hear the testimony --
4 well, I guess you weren't here with Mr. Boyer.
5 Let's just assume that Ameritech has stated that
6 they had put in DSL-side investments; in other
7 words, they had installed OCDs and ADLU cards. I
8 believe actually that was Mr. Ireland who talked
9 about that. Were you here for the testimony of
10 Mr. Ireland?

11 A. I was here for the first day of his
12 testimony.

13 Q. Okay. Did you hear him say that
14 Ameritech had installed OCDs and ADLU line cards in
15 Illinois?

16 A. No.

17 Q. Okay.

18 A. I don't recall that.

19 Q. You hadn't read that in anybody's
20 testimony from Ameritech?

21 A. No. When I asked to visit Pronto
22 facilities, we had to go to Texas to look at them

1 because I was told that there really aren't any to
2 see in Illinois.

3 Q. Yeah. They pulled them out already,
4 right? They've taken out all the DSL side.

5 A. I do recall hearing him say something to
6 that effect. I don't recall what or how much was
7 deployed or not.

8 Q. Okay. So the issue -- if that's the
9 case, the issue in this docket is not really
10 whether or not Ameritech is going to invest in DSL
11 facilities in the future. It's whether or not
12 they're going to put back in the facilities that
13 they have already taken out. Right?

14 A. No, I don't think that's correct at all.
15 I think that there are millions of dollars of
16 investment, future, unmade investment in DSL
17 facilities at stake in this docket.

18 Q. Turning to page 6 of your rebuttal
19 testimony, I think this gets back to one of the
20 answers that you raised earlier which was if CLECs
21 obtain Project Pronto on an unbundled basis, that
22 we'll somehow be depriving Ameritech of its

1 ownership rights in that architecture. That's one
2 of your statements here on page 6 of your
3 testimony?

4 A. Yes.

5 Q. Okay. Are Ameritech's ownership rights
6 deprived in the case of unbundled voice 8 decibel
7 loops by providing those to CLECs on an unbundled
8 basis?

9 A. Yes, to some extent, and as I said in my
10 testimony, that is a policy trade-off that has been
11 made and may be reasonable in that context.
12 Depriving a company of its ownership rights in a
13 new, risky investment that's not being made in a
14 monopoly environment and there's no risk of
15 monopolization is a very different trade-off and
16 one that I think is not reasonable.

17 Q. You make a comparison on the next page
18 of your testimony to competition in Canada, right?

19 A. Yes.

20 Q. So from what I understand, there's no
21 CLEC activity in Canada in the broadband DSL
22 market. Is that right?

1 A. To date there has been essentially no
2 CLEC or DLEC activity in Canada.

3 Q. And you are recommending here and to the
4 Commission that that's a good idea; that there
5 should not be significant CLEC activity here in
6 Illinois?

7 A. No, that's not what I meant to imply.
8 My point here was just that Canada has achieved far
9 greater success in broadband deployment both in DSL
10 and cable modem service because of or despite the
11 lack of CLEC and DLEC competitive activity, and I'm
12 not saying that it's because of or despite. It's
13 just a fact.

14 Q. A couple pages -- well, I guess it's the
15 next page, page 8, you discuss product
16 differentiation and economic trade-offs. You would
17 agree with me that customers are willing to pay
18 more for a particular type of product even if it
19 may have the same or even though it may be in the
20 same product market as another product, right?

21 A. It depends on the characteristic of the
22 product. If it's an inferior product, they

1 wouldn't be willing to pay more for it, and if it's
2 a superior product in some people's eyes, those
3 people might be willing to pay more for it.

4 Q. Okay. Like you can get to Springfield
5 from Chicago driving a Ford Escort, right?

6 A. Or a Subaru as I did yesterday.

7 Q. Yeah, or a Subaru, and some other people
8 may pay for a Mercedes to travel that same
9 distance, right?

10 A. I don't think many people buy a Mercedes
11 just for the purpose of making that four-hour
12 drive, but I will take your point.

13 Q. Okay. And so there clearly is -- some
14 people are willing to pay for a Mercedes that
15 aren't willing to pay for a Subaru, right?

16 A. That is correct.

17 Q. And they perceive some benefit from
18 purchasing that Mercedes instead of a Subaru,
19 whether it be status or fancy leather seats or
20 something like that, right?

21 A. That's right, and then there are product
22 varieties that some people might be willing to pay

1 for that are not brought to market at all because
2 there aren't enough people who want them or the
3 costs of providing them exceed the value that
4 consumers get.

5 Q. Okay. At page 9 of your testimony you
6 discuss -- you're responding directly to Dr. Staihr
7 from Sprint, and you say on lines 7 through 10:
8 "The fact that Ameritech Illinois' investment does
9 not accommodate Sprint's particular branded product
10 offering is not justification for forcing
11 unbundling, however." Do you see that testimony?

12 A. Yes, I do.

13 Q. Okay. Isn't that exactly what the FCC
14 rules say, that the type of analysis that should be
15 done? In other words, the FCC rules focus on the
16 particular type of service that a CLEC is seeking
17 to offer?

18 A. I think what the FCC rules say in that
19 regard pertain -- if they pertain appropriately,
20 they pertain to traditional POTS service, and I
21 think that the FCC has made clear that it's
22 appropriate to consider the overall effects on

1 competition and the overall effects on incentives
2 to invest when looking at broadband markets.

3 Q. Can you tell me where the FCC rules
4 refer specifically to POTS service for unbundling?

5 A. The structure of the Telecommunications
6 Act differentiates between advanced services and
7 other services, and there are -- and the FCC has
8 developed rules for addressing advanced services,
9 and in those rules are provided the opportunity to
10 evaluate broader competitive issues than just the
11 narrow necessary and impair standards.

12 Q. And you're aware that the FCC has ruled
13 that advanced services should be unbundled, right?

14 A. The FCC has ruled that packet switching
15 should not be unbundled except under very limited
16 circumstances.

17 Q. I asked you advanced services, not
18 packet switching.

19 A. Packet switching is part of advanced
20 services, and it's one of the components of the
21 rules that have been proliferated by the FCC.

22 Q. Dr. Aron, let's get to your table where

1 you analyze the estimate provided by Sprint of
2 \$130,000 of collocating the DSLAM at a remote
3 terminal.

4 A. Okay.

5 Q. You state that using Sprint's figure of
6 \$130,000, that to make a household DSL addressable
7 the cost would be \$43 and \$217 per addressable
8 living unit. Right?

9 A. Correct.

10 Q. So that \$130,000 that you took from
11 Mr. Burt's testimony, do you know what that
12 includes?

13 A. I understand it to include the ECS, the
14 equipment at the RT. I could look and give you a
15 more complete list if you'd like.

16 Q. You don't need to look at that.

17 A. Okay.

18 Q. What is the cable investment of \$372
19 that appears in your Table 1 on page 12 of your
20 rebuttal testimony? What does that include?

21 A. It includes not the facilities -- the
22 underlying cable facilities themselves, but the

1 investment for upgrading those facilities to make
2 them two-way broadband capable.

3 Q. Okay. So for Sprint to replicate the
4 cable investment, we would also need to include the
5 loop plant as well. Is that right?

6 A. Which is what some other carriers are
7 doing. For example, RCN in Illinois is laying its
8 own cable facilities, and estimates I've seen of
9 cable overbuilders range -- average around \$1,000
10 per living unit, not including the drop and not
11 including customer acquisition costs.

12 Q. Okay, but let's focus on your table
13 here. We're not talking about RCN. You're trying
14 to make a direct comparison between Sprint's
15 \$130,000 for collocating a DSLAM that we've
16 experienced in Kansas to a cable upgrade, and the
17 conclusion you draw is that it's reasonable for
18 Sprint to spend that much, right?

19 A. My conclusion is that it doesn't appear
20 unreasonable in contrast with the order of
21 magnitude of investments that cable providers are
22 making to upgrade their plant, yes.

1 Q. Okay. But to make an apples-to-apples
2 comparison, for Sprint we would need to include the
3 nonrecurring charges for all the loops that are
4 served from that remote terminal, right? In order
5 to get an addressable house, right?

6 A. No. I think, if I understand what
7 you're asking, the answer is no because Sprint has
8 available to it unbundled copper sub-loops that it
9 can access at the ECS, and it can access those on a
10 household-by-household basis, so it doesn't have to
11 purchase let's say or lay cable for households that
12 it's not planning on serving.

13 Q. But to get to the same addressable
14 market, Sprint would have to say, all right, the
15 cable company has -- for 372 bucks per household
16 address it has a facility in the ground that it can
17 provide two-way broadband service, right?

18 A. Yes.

19 Q. It can provide TV service, right?

20 A. Correct.

21 Q. And it can provide voice telephony over
22 that, right?

1 A. Some can.

2 Q. And it can provide broadband Internet
3 access over that facility, right?

4 A. That's correct.

5 Q. Okay. For Sprint to be able to do that
6 we would have to obtain a loop from Ameritech,
7 right?

8 A. That's right.

9 Q. And we would have to pay a nonrecurring
10 charge for that loop?

11 A. Probably, yes.

12 Q. And that's not included in the \$130,000.
13 Right?

14 A. That's right, but my point is it's not
15 appropriate to include that in an addressability
16 kind of measure because you don't have to go out
17 and buy a loop and incur a nonrecurring charge or a
18 recurring charge for every loop to access every
19 household in the SAI. You only have to buy those
20 loops for the households that you actually attract
21 to your service. So it's not really -- I don't
22 think of that as an addressability investment.

1 It's a cost that you incur when you attracted a
2 customer.

3 Q. Okay. But in order for us to serve that
4 particular customer we have to buy a loop from
5 Ameritech. Right?

6 A. Yes.

7 Q. And we have to pay a nonrecurring charge
8 and a monthly recurring charge, right?

9 A. Correct.

10 Q. Okay, and we have to buy transport back
11 to the central office from that remote terminal,
12 right?

13 A. Or provide it yourself.

14 Q. Okay. And we have to have some type of
15 ATM switch in order to transport that traffic,
16 right?

17 A. You have to have some sort of facilities
18 to receive that traffic, yes.

19 Q. Okay.

20 A. Do something with it.

21 Q. And that's not included in the 130,000,
22 is it?

1 A. No, that's correct.

2 Q. Okay. But for the cable upgrade, the
3 372 bucks per addressable household includes the
4 whole cost to upgrade the cable plant to make it
5 broadband capable, right?

6 A. The broadband underlying facilities
7 already include the transport and the connection to
8 the house and so forth, so those are not included
9 in the upgrade cost.

10 Q. But the cable modem -- for example, the
11 ability to route a cable modem packet received from
12 a particular household, that's part of upgrading
13 the cable plant to make it broadband capable,
14 right?

15 A. Probably. I would expect that it would
16 be.

17 Q. Okay. And the 130,000 bucks that
18 Mr. Burt put in his testimony, that does not
19 include things like customer acquisition costs or
20 marketing costs or back office type investments
21 either, right?

22 A. No, not into the cable investment costs.

1 Q. Okay.

2 The cable company is already getting a
3 monthly check from the customers that they have in
4 their system for which they are upgrading. In
5 other words, I'm a cable subscriber. Time Warner
6 comes to my house and says, all right, we're going
7 to upgrade your plant, Mr. Schiffman; do you want
8 cable modem service? I'm already paying them a
9 monthly fee, 40 bucks a month or something like
10 that, for my traditional cable service, right?

11 A. That mischaracterizes what the cable
12 companies are doing. They're not upgrading the
13 facilities to your house or any individual
14 customer's house. They're upgrading the facilities
15 that address all the houses that are past, only a
16 small fraction of which may ever subscribe to their
17 broadband service, so the \$372 per household is not
18 per household that they're actually going to serve.
19 It's per household past, only a small fraction of
20 which do they serve today on broadband.

21 Q. Okay, but say they serve 5 percent of
22 the houses past, right? They're already getting 40

1 bucks a month from those houses past or from those
2 particular customers for cable service, right?

3 A. They're getting -- to the extent that
4 those customers are buying cable service, they're
5 receiving some revenue, just as many of those
6 households are paying Sprint for their PCS and long
7 distance service.

8 Q. And they're already -- they're receiving
9 revenue from all the addressable homes, are they
10 not?

11 A. No. They're receiving revenue from all
12 of the homes that are subscribing to cable service.

13 Q. And typical cable service type, what's
14 the percentage of market share that a cable company
15 has?

16 A. I don't know. I think by market share
17 you mean of the homes past, how many subscribe to
18 cable?

19 Q. Yeah.

20 A. I don't know. There's an increasing
21 rate of disconnect and connect on to satellite
22 television service.

1 Q. 70 to 80 percent sound reasonable?

2 A. I don't know. It could be. I don't
3 know.

4 Q. I think we alluded to this a little bit
5 earlier about Mr. Keown's assumption about how many
6 customers Ameritech assumes a CLEC will obtain per
7 remote terminal. Do you remember that discussion?

8 A. I think I said that I didn't think he
9 made an assumption about how many would actually be
10 served.

11 Q. In his cost study Mr. Keown assumes that
12 CLECs will have a certain amount of customers per
13 remote terminal. Right?

14 A. Right, for calculating his cost
15 estimates, that's right.

16 Q. Okay. Well, using that estimate, I
17 believe he said that CLECs -- he assumed that CLECs
18 have 49 customers per central office. Do you
19 remember that?

20 A. Is that a number that you are building
21 up from the RT or that is --

22 Q. I'm just taking that out of Mr. Keown's

1 testimony, his rebuttal testimony. I believe it's
2 page 9.

3 A. I don't have it in front of me, but if
4 you want to show it to me, I'll look at it.

5 Q. Okay. Well, let's just assume that
6 Mr. Keown says it's 49 customers per central
7 office.

8 A. Okay.

9 Q. And he says that there's approximately
10 20 remote terminals per central office. Right?

11 A. That's right.

12 Q. Okay. And the average number of SAIs
13 per remote terminal is four. I believe that's what
14 you put in your table, right?

15 A. Three to five, so an average of four.

16 Q. Okay. So if you do the math, we're
17 talking 49 customers divided by 80 SAIs, we're
18 talking .6 customers per SAI that Mr. Keown assumes
19 in his study, right?

20 A. I think what he did was look at a
21 scenario with one customer per CLEC per SAI.

22 Q. Okay, but let's -- just doing the math,

1 49 divided by 80 is .6, right?

2 A. That's right.

3 Q. So that would be .6 customers per SAI,
4 right?

5 A. Right.

6 Q. If we multiply that times 4, the number
7 of -- the average number of SAIs and per remote
8 terminal, we get 2.40 customers, right?

9 A. Correct.

10 Q. Okay. So let's just say if Sprint's
11 total costs for accessing customers at a particular
12 remote terminal is \$130,000, we'll just use your
13 number, okay?

14 A. I think it was your number.

15 Q. And use -- well, you understand that
16 Sprint suggests that there are more than the
17 \$130,000 worth of costs that you're claiming is the
18 total amount of cost per addressable household.

19 A. Mr. Burt represented that that was his
20 estimate of what it would cost, total investment,
21 to collocate at an RT.

22 Q. Okay. But that's not a total investment

1 for getting access to all the customers served out
2 of that RT, right?

3 A. My understanding is that that is the
4 total investment. Again, just to clarify, the
5 costs of getting access to a UNE loop I'm not
6 counting as an investment. That's a cost.

7 Q. Okay. You're not counting that. You're
8 not counting an ATM switch that a CLEC would have
9 to install, right?

10 A. They'd have to install that in order to
11 collocate at a central office as well, so
12 incremental to collocating at an RT, that's not an
13 incremental investment. If you're already
14 collocated at a central office and providing
15 service with your DSLAM out of the central office,
16 then the ATM switch is not incremental to
17 collocating at the RT.

18 Q. We're not collocating at the central
19 office with a DSLAM. We're collocating a DSLAM at
20 the RT. I need to get that traffic to my ATM cloud
21 somehow, right?

22 A. What's the question? I'm sorry.

1 Q. My question, you're trying to make the
2 distinction that CLECs have to put a DSLAM in the
3 central office when we're already talking about
4 collocating a DSLAM at the remote terminal, and so
5 what I'm trying to ask you is that the investment
6 that a CLEC needs to make in order to serve
7 customers when they collocate that DSLAM at the
8 remote terminal, they need to obtain an ATM switch.
9 Right?

10 A. Well, what I'm saying is that many CLECs
11 who are providing DSL service in Illinois are
12 already collocated at a central office with their
13 DSLAM and therefore already have whatever
14 facilities they need to route that traffic, so now
15 with the -- if there is the availability of
16 collocating at an RT provisioned via Project
17 Pronto, the incremental investment would not
18 include the facilities that are already in place
19 because you're providing service via collocation at
20 the central office.

21 Q. Dr. Aron, you understand that we can't
22 -- we're not collocating at the central office in

1 this scenario. We're collocating at the remote
2 terminal.

3 MR. LIVINGSTON: Do you want her to assume
4 there is no collocation at the central office?

5 MR. SCHIFMAN: That would be great if she
6 could do that.

7 MR. LIVINGSTON: Okay.

8 A. Okay. So the scenario is there's no
9 collocation at the central office.

10 Q. Right.

11 A. And you're only going to collocate at
12 the RT.

13 Q. Right. We need to get some type of
14 transport to our ATM switch, and we also need to
15 invest in an ATM switch, right?

16 A. Under that scenario, I think that's
17 true.

18 Q. Okay. And that's not included in
19 Mr. Burt's \$130,000 calculation to your
20 understanding, right?

21 A. That's correct, but I think that's --

22 Q. That's it.

1 A. -- an unrealistic scenario.

2 MR. SCHIFMAN: Mr. Hearing Examiner, I'm
3 trying to ask her yes and no questions, and she's
4 doing more than explaining her answers here.

5 JUDGE WOODS: She's being a normal witness in
6 a telecom case, isn't she? Just like your witness.

7 Try to keep it to a minimum.

8 Q. All right. So let's go back to the
9 number of customers that Mr. Keown suggests, that
10 he assumes in his cost study. I believe we got to
11 the point of 2.4 customers per remote terminal. Do
12 you remember that?

13 A. Yes.

14 Q. Okay. Let's just take Sprint's
15 investment of \$130,000 of a DSLAM at the remote
16 terminal, a collocating of a DSLAM at the remote
17 terminal. \$130,000 divided by 2.4 customers,
18 that's roughly 54,000 bucks per customer. If
19 you're running a business, is that a good
20 investment to make for a CLEC?

21 A. I think that if the CLEC anticipated
22 getting only that many customers at the RT, it

1 would not be reasonable to make that investment,
2 no.

3 Q. Okay. Dr. Aron, you relied on the
4 Lehman Brothers' Report to develop your numbers for
5 that Table 1. Is that right?

6 A. The \$372 came from the Lehman Report.

7 Q. And who is Lehman Brothers?

8 A. Investment analysts' house.

9 Q. And they analyze the industry on a
10 regular basis?

11 A. Yes.

12 Q. And you used their report here because
13 it's -- you considered it trustworthy?

14 A. It was the only report I saw that had an
15 estimate of upgrade -- cable upgrade on a per
16 addressable household basis.

17 Q. And you deem that to be a reasonable
18 number?

19 A. I have no reason to think that it's
20 unreliable, to the extent that these reports are
21 always an estimate.

22 Q. And the people at Lehman before doing

1 this report, you assume that they analyzed the
2 industry and analyzed the regulatory implications
3 or considerations that RBOCs and cable providers
4 are faced with?

5 A. Overall I find these analyst reports
6 tend to more or less ignore the regulatory issues.

7 Q. Okay.

8 A. But to some extent they have I'm sure.

9 Q. Let me ask you if you agree with the
10 statement on page 24 or 25 of that report. It
11 says: "At the end of 2000, we estimate the RBOCs
12 have upgraded 46 million homes or 45 percent of
13 their addressable market. The rate of deployment
14 of remote terminals will determine the pace of the
15 remaining upgrade. However, the RBOCs also must
16 provide access to these remote terminals on an
17 unbundled basis to CLECs." Do you agree with that
18 statement?

19 A. I remember reading that statement and
20 wondering what they meant and thinking what they
21 must mean is that they -- RBOCs must do exactly
22 what Ameritech Illinois is offering to do which is

1 permit access to collocation at those remote
2 terminals. I don't think that the analysts used
3 the word unbundled in the careful, regulatory sense
4 that you regulatory lawyers use it.

5 Q. Did you talk to the analysts about this
6 report?

7 A. No.

8 Q. Did you ask them -- so you didn't ask
9 anybody how they used unbundled in that sense,
10 right?

11 A. No, but I've read many, many of these
12 reports, and I can say with confidence that they
13 are much more focused on the business aspects than
14 on the details of regulatory, arcane language.

15 Q. Unbundled is arcane, regulatory
16 language?

17 A. I know that's hard for you to believe,
18 but in the rest of the world it is, yes.

19 Q. Turning to page 23 of your rebuttal
20 testimony, on lines 17 through 19 you discuss the
21 various requirements imposed by TA96 impose an
22 obligation on incumbent LECs to assist their

1 competitors in ways that go beyond the obligations
2 of a firm - even a monopolist - in unregulated
3 markets. Do you see that?

4 A. Yes.

5 Q. So you agree that the obligations of
6 TA96 and the FCC through the UNE Remand Order and
7 other orders extend beyond the unbundling of
8 "essential facilities"?

9 A. I think that they extend beyond
10 antitrust law types of requirements. Antitrust law
11 -- well, let me start that sentence over again. I
12 don't think that's exactly the same thing as saying
13 that it extends beyond requiring unbundling of a
14 central facilities, but I think that that is also
15 true; that the way that the FCC has interpreted
16 TA96 is that it has required unbundling beyond that
17 which would be required by an essential facilities
18 type of analysis, and I think to some extent it has
19 snubbed its nose at the Supreme Court in doing so.

20 Q. Nevertheless, that's the law of the land
21 as far as we're concerned in this arcane regulatory
22 world, right?

1 A. It's what the FCC has ordered to date.

2 MR. SCHIFMAN: That's it, Dr. Aron. Thanks
3 for your time.

4 JUDGE WOODS: Does anyone else have cross for
5 Dr. Aron?

6 MS. FRANCO-FEINBERG: No.

7 JUDGE WOODS: Redirect?

8 MR. LIVINGSTON: No.

9 JUDGE WOODS: Okay.

10 (Witness excused.)

11 Let's take a break while we get the next
12 witness up here.

13 (Whereupon a short recess
14 was taken, during which
15 Ameritech Illinois Rehearing
16 Exhibits 9.0 and 9.1 were
17 marked for identification.)

18 JUDGE WOODS: We'll go back on the record.

19 I think since our last thrill-packed
20 episode we have been joined by a few additional
21 counsel that didn't enter appearances this morning,
22 so at this time I'd take their appearances, please.

1 I believe Ms. Hertel is in the back.

2 MS. HERTEL: Nancy Hertel, appearing on behalf
3 of Ameritech Illinois, 225 West Randolph, 25D,
4 Chicago, 60606.

5 JUDGE WOODS: Mr. Binnig.

6 MR. BINNIG: Christian F. Binnig of the law
7 firm of Mayer, Brown & Platt, 190 South La Salle
8 Street, Chicago, Illinois 60603, also appearing on
9 behalf of Ameritech Illinois.

10 JUDGE WOODS: Mr. Bowen.

11 MR. BOWEN: Thank you. Appearing for Rhythms
12 Links, Inc., Stephen P. Bowen and Anita Taff-Rice,
13 Blumenfeld & Cohen, 4 Embarcadero Center, Suite
14 1170, San Francisco, California 94111.

15 JUDGE WOODS: I think that's it. All right.

16 Ms. Gibney.

17 MS. GIBNEY: Ameritech Illinois calls John M.
18 Mitchell to the stand.

19 JUDGE WOODS: All right.

20

21

22

1 JOHN M. MITCHELL
2 called as a witness on behalf of Ameritech
3 Illinois, having been first duly sworn, was
4 examined and testified as follows:

5 DIRECT EXAMINATION

6 BY MS. GIBNEY:

7 Q. Mr. Mitchell, can you state your name
8 and business address for the record?

9 THE WITNESS:

10 A. My name is John M. Mitchell. My
11 business address is 200 Center Street Promenade,
12 Anaheim, California 92805.

13 MS. GIBNEY: Your Honor, we're going to mark
14 Mr. Mitchell's direct testimony, which consists of
15 52 pages, as Exhibit 9 and his rebuttal testimony,
16 which consists of 11 pages, will be marked as
17 Exhibit 9.1.

18 JUDGE WOODS: All right.

19 MS. GIBNEY:

20 Q. Mr. Mitchell, do you have in front of
21 you what we have marked as Exhibits 9 and 9.1?

22 A. Yes, I do.

1 Q. And were both of these exhibits prepared
2 by you or at your direction?

3 A. They were.

4 Q. Do you have any corrections or deletions
5 to that testimony?

6 A. Not at this time.

7 Q. If I asked you the same questions that
8 are in your direct testimony and your rebuttal
9 testimony, would your answers be the same?

10 A. They would.

11 MS. GIBNEY: We would move for the admission
12 of Exhibits 9 and 9.1.

13 JUDGE WOODS: Objections?

14 MR. BOWEN: No objection.

15 JUDGE WOODS: The documents are admitted
16 without objection.

17 (Whereupon Ameritech
18 Illinois Rehearing Exhibits
19 9 and 9.1 were received into
20 evidence.)

21 MS. GIBNEY: And Mr. Mitchell is ready for
22 cross.

1 JUDGE WOODS: Cross-examination?

2 MR. BOWEN: Thank you, Your Honor.

3 CROSS EXAMINATION

4 BY MR. BOWEN:

5 Q. Good morning, Mr. Mitchell.

6 A. Good morning.

7 Q. I'm Steve Bowen. I have some questions
8 for you this morning on behalf of Rhythms Links.

9 Could you pick up your direct testimony,
10 please, at the start of it there? I note that you
11 work in California. Are you assigned to Ameritech
12 and just work out of California or can you explain?
13 Are you assigned to Pacific Bell?

14 A. I was originally hired by Pacific Bell,
15 work for SBC's OSS regulatory group, so, which
16 covers all 13 states.

17 Q. Okay. So you have 13-state
18 responsibility? Is that fair?

19 A. Yes, sir.

20 Q. Okay. I also noticed that you have a
21 degree in U.S. History, a degree in Public
22 Administration, and a degree in Social Work. Is

1 that right?

2 A. Yes.

3 Q. Do you have any engineering degrees
4 besides the ones -- those that you mentioned there?

5 A. Do not.

6 Q. Have you ever taken any engineering
7 courses in college?

8 A. Yes.

9 Q. Which ones were those?

10 A. Some very general engineering courses in
11 undergraduate school, nothing in the graduate
12 program, but just basic engineering design, physics
13 classes, things of that nature.

14 Q. Physics. Okay. All right.

15 And then I see that you worked for eight
16 years for the LA City Council. Is that right?

17 A. Yes.

18 Q. And you say you were responsible for
19 telecommunications oversight for four years. Can
20 you tell me what you mean by telecommunications
21 oversight?

22 A. I was a legislative analyst for the L A

1 City Council. I worked exclusively for all 15
2 council members, and my job responsibilities
3 included reviewing federal and state pending and
4 proposed legislation and its impact on the City of
5 Los Angeles with respect to telecommunications and
6 cable issues.

7 I also was involved in, for example, a
8 five-city coalition with respect to drafting
9 impacts to the Telecommunications Act of 1996. I
10 chaired committees, several different committees
11 that were responsible for telecommunications issues
12 and would then advise and recommend to the city
13 council the actions they should take with respect
14 to cable and telecom.

15 Q. Okay. And did those responsibilities
16 give you what you would think of as a detailed
17 exposure to operation support systems?

18 A. They would not.

19 Q. Had you ever heard the word OSS before
20 during -- at any point during your tenure in your
21 job at the LA City Council?

22 A. No, I did not.

1 Q. Okay. And then I guess for the last
2 four years you've been at SBC. Is that right?

3 A. Pacific Bell and SBC, yes.

4 Q. Pacific Bell? Okay. And you say t hree
5 of your four years with SBC were served in external
6 and regulatory affairs, right?

7 A. Yes.

8 Q. Can you describe -- well, first of all,
9 what was the other year?

10 A. I've been here with respect to my
11 current assignment with regard to doing OSS
12 regulatory activity.

13 Q. So the most recent year you've been
14 doing what you're testifying about here right now,
15 right?

16 A. Yes, learning, studying, preparing,
17 drafting testimony.

18 Q. Okay, and what about the other t hree
19 years?

20 A. My initial hire into Pacific Bell and
21 SBC was as an external affairs lobbyist for the
22 company. I would work with elected officials,

1 communities, non-profit organizations to position
2 Pacific Bell and SBC within those communities and
3 within the state and federal government.

4 Q. And that was California-based work? Is
5 that right?

6 A. Yes.

7 Q. Were you lobbying OSS issues?

8 A. Not OSS issues, no.

9 Q. Did you know what OSS was until about a
10 year ago?

11 A. I did actually. We had come across OSS
12 as part of my work.

13 Q. So you knew what a definition was during
14 your lobbying efforts on behalf of Pacific Bell.
15 Is that fair?

16 A. That's fair.

17 Q. Okay. Well, would it be fair to say
18 that you've only obtained any detailed knowledge of
19 what OSS is or is not in the last year?

20 A. Yes, sir.

21 Q. Okay. In any job that you've had, have
22 you ever used, actually used any of the systems

1 that we're talking about here? For example, have
2 you ever used LFACS as part of your job?

3 A. No, I have not.

4 Q. How about TIRKS?

5 A. No.

6 Q. How about SWITCH?

7 A. I have not.

8 Q. Okay. Well, have you ever -- before
9 today have you ever sat in front of a terminal and
10 had somebody show you how LFACS works?

11 A. No, not LFACS.

12 Q. How about TIRKS?

13 A. No.

14 Q. How about SWITCH?

15 A. No.

16 Q. Do you know what an LFACS inquiry
17 function is?

18 A. Yes, I think I do.

19 Q. What is that?

20 A. It's an inquiry into LFACS to retrieve
21 specific information about loop information or
22 switching information that might be contained in

1 the LFACS system, database.

2 Q. What kind of information?

3 A. Well, I know that you do an LFACS
4 inquiry for a loop qual to find out what available
5 loop might be at a given end user's address.

6 Q. And can you name any -- do you know
7 whether or not there's more than one inquiry that
8 you can run in LFACS?

9 A. You can run a number of different
10 inquiries. I don't know them all, but I know you
11 can run --

12 Q. Do you know any of them? Any of the
13 names that you would run an inquiry on?

14 A. Address validation would be an inquiry
15 that you would run in LFACS.

16 Q. Well, if you're going to run an inquiry
17 in LFACS, how do you do it? What do you type in?
18 Do you know?

19 A. It's my understanding that you don't
20 type directly into LFACS. You go through the OSS
21 gateway, for example Enhanced Verigate, and you ask
22 Enhanced Verigate to perform an address validation

1 which will then, is my understanding, send the
2 request through the systems into LFACS to retrieve
3 it and bring it back forward.

4 Q. I'm not talking about what you might
5 grant CLECs right now. I'm talking about
6 Ameritech's own employees who can access LFACS, how
7 they do it.

8 A. I don't know.

9 Q. You know that they can do it, don't you?

10 A. I know that they have certain
11 capabilities, but I don't know specifically what
12 they are. I have not worked with the engineers or
13 worked with the retail people to specifically know
14 what it is that they do.

15 Q. Have you ever heard of the MLAC?

16 A. Yes, I have.

17 Q. Do you know what that stands for?

18 A. I do not.

19 Q. Would you accept that it stands for the
20 Mechanized Loop Assignment Center?

21 A. If you say it is.

22 Q. Let's assume that it does for talking

1 purposes. Can you assume that with me?

2 A. Sure.

3 Q. Do you know if those are the people who

4 actually access LFACS directly within the company

5 or not?

6 A. I don't.

7 Q. Okay. Do you know whether or not they

8 can pull up a screen and type in INQ for an

9 inquiry?

10 A. I do not know that.

11 Q. Do you know the abbreviations for any of

12 the inquiries that can be run on LFACS?

13 A. No, I don't.

14 Q. Okay. So you would never have heard of

15 CAPR? Is that fair?

16 A. No, I have not.

17 Q. How about FASG?

18 A. No.

19 Q. Do you know what an LFACS report is?

20 A. I'm assuming it's a report out of LFACS.

21 Q. I don't want you to assume anything. Do

22 you know what an LFACS report is?

1 A. No, I do not.

2 Q. Do you know what the difference is
3 between an LFACS inquiry and an LFACS report?

4 A. Not specifically, no.

5 Q. Do you know generally?

6 A. An inquiry, just by definition, would be
7 where you go and you ask LFACS for information, and
8 a report would be a report back from the LFACS
9 database as to what your inquiry was.

10 Q. Okay. And with respect to inquiries and
11 reports, do you know whether for an inquiry you can
12 access information about one pair or many pairs in
13 the inventory?

14 A. My understanding is that you have to --
15 you can only place one query at a time, so if you
16 want information on multiple pairs, you'd have to
17 put in specific information to retrieve that.

18 Q. So your testimony is with an inquiry you
19 can access information about more than one pair at
20 a time? Did I hear you right?

21 A. No, that you have to ask -- you can only
22 ask one question at a time.

1 Q. Oh, so one question, one loop basically.
2 Is the same your understanding with respect to
3 reports?

4 A. I don't know.

5 Q. Has anybody ever demonstrated for you
6 any of what you call the back office systems that
7 you're talking about in your testimony? Live so
8 you could see them?

9 A. No. The only demonstration that I've
10 had was to observe someone using Enhanced Verigate
11 to do loop qual information queries, and I
12 understand that that then sends information back to
13 LFACS to get that information, so that's my extent
14 of actual back office access.

15 Q. Oh, but that's not a back office access.
16 That's front end GUI, right?

17 A. I realize that. That's the extent of my
18 knowledge, and I'm trying to give you an
19 understanding of that.

20 Q. So your answer is you have no direct
21 experience at all with any of what you call the
22 back office systems. Is that fair?

1 A. As I said earlier, I do not, no.

2 Q. And where did you have this experience
3 or this exposure to Enhanced Verigate?

4 A. In St. Louis.

5 Q. Is that an Ameritech state?

6 A. No, but the subject matter expert who
7 develops, upgrades, and works on Enhanced Verigate,
8 his office is in St. Louis.

9 Q. Okay. Well, have you ever had any
10 experience with any of the front end interfaces or
11 GUIs that Ameritech has deployed right now for use
12 in the five-state region here?

13 A. Other than the experience that I
14 previously mentioned, no, I have not.

15 Q. Okay.

16 Okay. Now you testify in both your
17 direct and rebuttal testimony about what OSS is and
18 is not, do you not?

19 A. Yes, I do.

20 Q. Okay. So, let's look first at page 2,
21 lines 8 and 9. I want to read you that for the
22 record, for the record's context, and then point

1 you to the next page. You say on lines 8 and 9 OSS
2 are the front-end CLEC electronic interfaces
3 deployed by Ameritech Illinois, do you not?

4 A. Yes, I do.

5 Q. And then on the next page you quote what
6 you think is the appropriate portion of an FCC
7 order on this same topic, that is how you define
8 OSS. Is that right?

9 A. Yes, I cite Section 425 of the UNE
10 Remand Order.

11 Q. Paragraph 425?

12 A. Yes, sir.

13 Q. Okay. And you say before -- above the
14 quote that you put there from paragraph 425 of the
15 UNE Remand Order, your testimony is as follows:
16 "The FCC has defined OSS as functions that are
17 supported by databases, not the databases (back
18 office systems) themselves." Did I read that
19 correctly?

20 A. Yes, you did.

21 Q. Okay. What's a back office system,
22 Mr. Mitchell?

1 A. My understanding of a back office system
2 are those databases that do -- that house
3 information concerning our infrastructure and CPNI
4 information about our business, customers, and
5 things of that nature that are used to deploy
6 telecommunications services.

7 Q. Now is the term back office systems one
8 that the FCC used in paragraph 425 of the order?

9 A. It's manual, computerized, and automated
10 systems, yes.

11 Q. No. Did the FCC use the term back
12 office systems in paragraph 425 of the UNE Remand
13 Order?

14 A. No, I don't see it there.

15 Q. Okay. Isn't that a term that SBC made
16 up?

17 A. I don't know.

18 Q. Okay. Well, do you have the FCC order
19 that you cited from with you?

20 A. I do not.

21 Q. Does your counsel have it?

22 (Whereupon said document

1 was
2 provided to the witness by
3 Ms. Gibney.)
4 A. Thank you.
5 Q. I think you have a copy now. Is that
6 right?
7 A. Yes, I do.
8 Q. Okay. Let's turn to paragraph 425,
9 shall we?
10 A. Okay.
11 Q. Do you have that?
12 A. I do.
13 Q. Okay. And, again, you quoted verbatim
14 from it looks like the first two sentences of that
15 paragraph. Is that right?
16 A. Yes.
17 Q. Now, do you see the little footnote
18 called -- at the end of that note called Footnote
19 835?
20 A. Yes.
21 Q. Okay. And do you see Footnote 835 at
22 the bottom of that page?

1 A. Yes, I do.

2 Q. Okay. Let me read that for the record.
3 It says: "OSS are composed of varied systems,
4 databases, and personnel that an incumbent LEC uses
5 to commercially provision telecommunications
6 service to its customers, resellers, and the
7 purchasers of unbundled network elements." Do you
8 see that?

9 A. Yes, I do.

10 Q. And that also is referencing the First
11 Report and Order, isn't that right? That footnote
12 references that?

13 A. Yes.

14 Q. Okay. I guess I'm really confused as to
15 how you can assert on lines 6 and 7 of your
16 testimony that the FCC has defined OSS not to
17 include databases when the footnote I just read to
18 you says that it does include data references. Did
19 you somehow misread in that footnote when you were
20 reading the FCC's order?

21 A. Not at all.

22 Q. Well, doesn't it say databases right in

1 that footnote?

2 A. It says databases, but it also says
3 functions supported by the incumbent's databases.

4 Q. Doesn't it say OSS are composed of
5 varied systems, databases right in the footnote?

6 A. And, again, I would --

7 Q. Yes or no, Mr. Mitchell. Does it say
8 that, first of all? And then you can answer.

9 A. It does say that.

10 Q. Okay. Which part of that sentence
11 doesn't seem to you to be as clear as a bell?

12 MS. GIBNEY: I'm going to object. It has been
13 asked and answered, and it's just badgering the
14 witness.

15 JUDGE WOODS: Well, I don't think he has
16 answered which part is not clear.

17 A. My understanding is of that paragraph
18 are those first two sentences where it clearly
19 states billing functions supported by the
20 incumbent's database and information.

21 Q. Okay. So --

22 A. Now that might be in conflict with your

1 footnote. I'm not going to interpret that because
2 I'm not an attorney. However, --

3 Q. What you're saying is footnotes don't
4 count, right?

5 A. I'm not saying that at all. All I'm
6 saying to you is my understanding of the UNE Remand
7 Order says that an OSS consists of five functions,
8 pre-ordering, provisioning, ordering, maintenance,
9 billing, and repair, and that those functions are
10 supported by the incumbent LEC's databases and, you
11 know, information systems.

12 Q. Okay. Is it possible that your
13 understanding is not correct?

14 A. It's very possible.

15 Q. Okay. All right.

16 Where does it say in paragraph 425 that
17 OSSs, again, to use your term from page 2, that
18 OSSs are the front-end CLEC electronic interfaces
19 deployed by the ILEC? Where does it say that in
20 that paragraph?

21 A. It doesn't.

22 Q. Okay. Now did your review of the order

1 start and stop with paragraph 425 or did you read
2 some more paragraphs?

3 A. I've read more than just one paragraph.

4 Q. Okay. Did you turn the page and read
5 maybe 426 or 427?

6 A. I beg your pardon? Do you want me to
7 read it now?

8 Q. No. Have you read them before?

9 A. Yes, I have.

10 Q. Okay. Well, let me read a part of 426
11 to you. I'm quoting the FCC's order here. "We
12 find no reason to modify our definition of OSS.
13 The majority of commentators support the existing
14 definition of OSS. A few parties request that we
15 broaden the definition of OSS to include access to
16 the incumbent LEC's electronic interface and
17 gateways to enable the processing of orders without
18 manual intervention. Because these requests focus
19 on the method by which competitors access incumbent
20 LEC OSS, we believe that interface and gateway
21 issues are already captured in the
22 nondiscriminatory access requirements of the local

1 competition First Report and Order. Accordingly,
2 we find it unnecessary to modify our definition of
3 OSS in this manner." Do you see that?

4 A. Yes, I do.

5 Q. Isn't the FCC saying there that, in
6 fact, OSS is not the gateways and interfaces; that
7 it's something different than that? Isn't that how
8 you'd interpret that?

9 MS. GIBNEY: I'll object to the extent it
10 calls for a legal conclusion, but he can testify to
11 his understanding.

12 JUDGE WOODS: That's his testimony.

13 MR. BOWEN: I'm not -- let me make it clear.
14 I'm not asking for a lawyer's conclusions about
15 these discussions. I'm asking you to testify on
16 the same basis that you did in your direct
17 testimony in writing about your understanding of
18 this. Do you understand that, that limitation? I
19 don't want lawyer testimony. I want your nonlawyer
20 testimony. Do you understand that.

21 A. I understand that.

22 Q. Okay. So, isn't it fair to say that

1 isn't it your nonlawyer's interpretation of the
2 language I just read you that the FCC, in fact, was
3 quite clear on the fact that gateways and
4 interfaces are not OSS?

5 A. Well, what the FCC order says here is
6 that the interface and gateways are already
7 captured in the access requirements, so my
8 understanding or interpretation of that would say
9 that OSS are gateways in the sense that's the
10 process by which SBC-Ameritech Illinois uses,
11 provides access to the data.

12 Q. Well, isn't it -- wouldn't it be fair to
13 conclude that if people were asking the Commission,
14 the FCC, to broaden the definition to include
15 gateways, that at one point they weren't part of
16 the definition of -- FCC definition of OSS?

17 A. I guess, Mr. Bowen, I disagree with your
18 premise because when I read the words "already
19 captured", my mind tells me that there's an
20 assumption being made that the OSS -- that the
21 issue about gateways is part of that, what is
22 captured in the definition.

1 Q. Okay. Well, it sounds like you're going
2 to maintain your position that the OSS really
3 means, as you said on page 2, this Commission
4 should agree with you that OSS means the front -end
5 CLEC electronic interfaces deployed by Ameritech
6 Illinois. Is that right? That's the OSS.

7 A. No, the OSSs are pre-order, order,
8 provisioning, maintenance, billing, and repair.

9 Q. Aren't those the OSS functions or
10 categories?

11 A. We consider those the OSS. The ability
12 to do those services is the OSS.

13 Q. All right. Well, you've got to help me
14 then because I've read all your testimony and I've
15 read Robin Jacobson's and so have you, right?

16 A. Yes.

17 Q. And she said the same thing three times
18 in a row, right? OSSs are not what you call the
19 back office systems.

20 A. Right.

21 Q. They're something else, right?

22 A. Yes.

1 Q. And what they are is what you call
2 Verigate, Datagate, the GUIs and interfaces. Those
3 are the OSSs, right?

4 A. Correct.

5 Q. And you're saying that what is not OSS
6 is what we say is: LFACS, SWITCH, TIRKS, what you
7 call the back office systems, right? Those are not
8 OSS in your definition.

9 A. Absolutely.

10 Q. Okay. So if you're right and if
11 Ms. Jacobson was right, we should expect to see
12 that your internal documents are consistent with
13 your view, right? That we'll see OSS associated
14 with interfaces and the GUIs, and we won't see it
15 associated with those other back office systems
16 like SWITCH and TIRKS and LFACS, right? We should
17 see that consistency, shouldn't we, if you're
18 right?

19 A. I suspect if we're consistent with
20 following up with that, then I would say that what
21 you're getting to is correct.

22 Q. Okay.

1 A. If we've not missed anything down the
2 line, but what I'm holding to is is that the back
3 office databases are not what we in Ameritech
4 Illinois consider OSSs.

5 Q. Okay. That's fine. So we won't see OSS
6 associated with the terms LFACS or SWITCH or TIRKS.
7 Right?

8 A. You should not.

9 Q. Okay. And if we did, who would be
10 right? You or a document that might contain that?

11 A. You know, since I don't know what you're
12 speaking of, I'm really hesitant to say me or them
13 or whatever. I don't want to go there.

14 Q. I'm just trying to figure out how sure
15 you are of the company's position because you're
16 under oath here and you're telling this Commission
17 OSS doesn't mean SWITCH and LFACS and TIRKS; it
18 means the front end systems.

19 A. Correct.

20 Q. So are you certain?

21 A. I'm certain of that.

22 Q. Okay.

1 A. But something inside of me says you're
2 setting me up.

3 (Laughter)

4 JUDGE WOODS: It doesn't take long, does it?
5 That experience comes quickly.

6 A. I don't want to walk into that trap.

7 Q. Me? I'm just asking a couple of simple
8 questions.

9 JUDGE WOODS: On the other hand, we do have an
10 electric fence out back. Have they got those in
11 California?

12 THE WITNESS: Electric fences?

13 JUDGE WOODS: Uh-huh.

14 THE WITNESS: Tons of them.

15 Q. Well, let's just put that aside, and
16 we'll just see whether or not there's consistency,
17 and then you can vote on who's right later on
18 maybe. Okay?

19 All right. Okay. Let's turn to page 5,
20 please, and here you're talking about -- again
21 you're citing a whole bunch more FCC paragraphs and
22 so forth, and on lines 5 and 6 you say, I'm quoting

1 you here, "The FCC specifically stated that ILECs
2 are required to provide access to OSS information
3 via an electronic interface, that is, through
4 gateways." Do you see that?

5 A. Yes, I do.

6 Q. What does via mean?

7 A. I always kind of thought it meant
8 through.

9 Q. Yeah. It's a means to get something,
10 right?

11 A. Uh-huh.

12 Q. It isn't the something. It's the means
13 to get to something, right?

14 A. It means through.

15 Q. Okay. Okay, well, if I'm going to go
16 into a room via a door, the door is not the room,
17 right?

18 A. It's part of the structure.

19 Q. If I'm going to go into a room and pick
20 up -- if I'm going to come in this room and pick up
21 my binder here through the door, okay? I'm getting
22 access to the room via the door, right?

1 A. I would assume so.

2 Q. Okay. Is the door my binder?

3 A. No, but you still have access to it.

4 Q. Okay. So isn't it fair to say that what
5 you're talking about here is the interfaces and the
6 gateways are the door? That is, they're the means
7 by which you get to information that's in the OSS?

8 A. Say that again, please.

9 Q. I want you to look at your sentence here
10 on lines 5 through 7. Didn't the FCC talk about
11 interfaces and gateways as the door through which
12 CLECs will get access to the information, in my
13 example my binder? Isn't that what they're saying
14 here?

15 A. It seems that way, yes.

16 Q. Okay. Now, can you tell me what you
17 mean in your testimony by the term electronic
18 interface?

19 A. As you mentioned a few minutes ago, we
20 define the OSS electronic interfaces as being the
21 gateways to collect information, like EDI, Enhanced
22 Verigate, TCNet are examples of OSS gateways.

1 Q. Okay. Well, actually I wanted you to
2 define the two terms differently, if you could. I
3 wanted you to define electronic interface and then
4 define gateway and tell me if there's any
5 difference between those two.

6 JUDGE WOODS: A what?

7 Q. An electronic interface and gateway
8 because you use those two terms sometimes
9 separately and sometimes in the same sentence in
10 your testimony. So can you define those two terms,
11 if they are different?

12 A. In the main I think there's a similarity
13 between the two. In other words, for the most part
14 electronic accesses provide you the ability to gain
15 information that you need to pre-order or provision
16 your services. The exception would be if you have
17 to do a manual order because you do not have
18 electronic access to do electronic flow-through or
19 mechanized flow-through of the information. You
20 don't have the systems. You don't have access to
21 the systems, so then it would be manual. Other wise
22 the electronic access through a gateway is --

1 they're compatible. I mean you're basically
2 speaking about the same thing.

3 Q. So if I hear your answer correctly, you
4 think that the terms electronic interface and
5 gateway are synonymous?

6 A. I mean the electronic interface is --
7 there's different ones, so you can't say that it's
8 -- I mean they're all gateways, just like if I were
9 to take an order that I have on paper and fax it to
10 a center that would process that order. You're
11 still being allowed a gateway to do your ordering,
12 just one is electronic versus one being a manual
13 order.

14 Q. Well, so they're not synonymous?

15 A. I guess I'd say no, they're not.

16 Q. Okay. Well, when you use the term
17 gateways in your testimony, you mean things like
18 Verigate, right?

19 A. Yes, sir.

20 Q. Is that a gateway?

21 A. Yes, it is.

22 Q. Okay. How about tool bar? Is that a

1 gateway?

2 A. I'm not familiar with tool bar. I mean
3 I've heard the term and stuff, but I'm not --

4 Q. Isn't that one of the choices in the
5 Verigate screen?

6 A. Now that I think about it, I think it
7 is, yes.

8 Q. Have you ever seen a Verigate screen?

9 A. Yes, I have.

10 Q. And do you remember ever seeing a tool
11 bar icon on the Verigate screen?

12 A. I'm more familiar with hearing the term
13 than actually seeing it. I had a very brief
14 demonstration of Verigate, so.

15 Q. How long was the demonstration? Was it
16 the one in St. Louis?

17 A. Yes.

18 Q. How long was it?

19 A. I'd say less than half an hour.

20 Q. Okay. Did they let you touch the keys
21 at all?

22 A. No, they did not.

1 Q. No? Too dangerous?

2 A. No. I never asked.

3 Q. Okay. All right. So what about

4 DataGate? Is that a gateway?

5 A. Yes, it is.

6 Q. What about, all caps, CORBA, C-O-R-B-A?

7 That a gateway?

8 A. It's an interface, yes.

9 Q. Well, is that --

10 A. It's an interface.

11 Q. It's not a gateway.

12 A. No, I'm going to define it as an

13 interface, not as a gateway, and I would actually

14 revise my response to the previous answer to say

15 they're interfaces.

16 Q. Which are interfaces?

17 A. DataGate, Verigate.

18 Q. So Verigate is not a gateway; it's an

19 interface.

20 A. I'm more comfortable with defining or

21 calling them interfaces, not gateways.

22 Q. Okay. Well, you used the term gateway

1 in your -- you defined -- on line 7 you talk about
2 gateways, don't you?

3 A. I do.

4 Q. So give me an example of the kind of
5 gateway you're talking about there.

6 A. This is our previous discussion about
7 mixing and comingling the terms interface and
8 gateway together, and that's what we're doing here.

9 Q. So give me an example of a gateway, what
10 you think as a gateway.

11 A. Gateway could be construed as Verigate
12 or DataGate or CORBA.

13 Q. You just said it wasn't.

14 JUDGE WOODS: What was the last one?

15 A. No, I said I'm more comfortable using
16 the term interface. I did not say it was not.

17 JUDGE WOODS: What was the last one.

18 A. CORBA.

19 JUDGE WOODS: C-O-R-B-A, all caps?

20 A. Yes, sir.

21 Q. Okay. Well, I want you to be
22 comfortable, Mr. Mitchell, but I want you to tell

1 me if there's a difference between interfaces or
2 gateways or not.

3 A. We're using them interchangeably, so I'm
4 going to say no, there is no difference, but I feel
5 more comfortable using the term interface.

6 Q. Okay. Well, I take it that, at its
7 essence, electronic interface is something that is
8 non-manual between two systems. Is that fair?

9 A. That's fair.

10 Q. Okay. So would you say that the
11 interface between -- an interface between say the
12 terminal that you saw the demonstration on in
13 St. Louis, if that went -- if that computer went
14 directly into LFACS via what's known as VT100
15 terminal emulation, would that be an electronic
16 interface?

17 A. Yes.

18 Q. Okay. In other words, it's electronic,
19 right?

20 A. Yes.

21 Q. And interfaces the PC to the mainframe
22 system, right? LFACS.

1 A. Right. It sits in front of the middle
2 and back end systems.

3 Q. Okay. And isn't a common way to
4 interface with mainframe-based systems VT100
5 terminal emulation?

6 A. I don't know.

7 Q. You don't know.

8 A. I'm not a technical person.

9 Q. Okay. Do you know whether or not all of
10 the back office systems that Ameritech deploys in
11 Illinois can be accessed by either a P.C. or a
12 terminal?

13 A. I don't know.

14 Q. Well, they're all electronic, aren't
15 they?

16 A. Mr. Waken might be able to better help
17 you answer that question.

18 Q. Okay.

19 Okay. On page 6 of your testimony, at
20 the bottom of that page, lines 22 and 23, here
21 you're talking about the Ordering and Billing
22 Forum, is that right?

1 A. Yes, I am.

2 Q. Or OBF, all caps? Is that right?

3 A. Yes.

4 Q. Okay. Do you go to the OBF meetings?

5 A. No, I do not.

6 Q. Have you ever been to one?

7 A. No.

8 Q. They do have them, right?

9 A. My understanding is they do.

10 Q. Okay. You say that Ameritech Illinois

11 is an active member of the OBF and generally

12 follows OBF guidelines whenever it develops new

13 systems or enhances existing systems. Do you see

14 that?

15 A. Yes, I do.

16 Q. Now why did you use that word generally

17 there? That means not always, right?

18 A. That's what it means.

19 Q. Well, why don't you always follow the

20 OBF guidelines?

21 A. Again, I think Mr. Waken or another

22 witness might be better to answer the question, but

1 based on my conversations, our systems -- some of
2 our systems might be so old that to modify them or
3 upgrade them to an existing OBF guideline might be
4 a huge leap for that system, might be too much, so
5 we might look at some of the elements that are
6 being required to upgrade and say we can probably
7 do these right now and we can do these next set in
8 another upgrade later on down the line, so.

9 Q. Okay. Well, we'll ask Mr. Waken the
10 more detailed questions, but you just testified
11 that you think it might be the case that you've got
12 some real old systems. Which ones do you think
13 might fall in that category? Which systems?

14 A. It's my understanding, for example, that
15 LFACS is a pretty old system.

16 Q. Is old bad or is just old old?

17 A. Old is just old.

18 Q. Okay. You're not aware, are you, of any
19 plans to retire LFACS?

20 A. I'm not aware of any plans.

21 Q. Okay. And then you talk about -- strike
22 that.

1 Where did you get your information about
2 the OBF that you put in your testimony if you
3 haven't been there yourself?

4 A. Because we have subject matter experts
5 who attend OBF and in constructing my testimony I
6 relied upon them for the information.

7 Q. Okay. Fair enough. You asked the
8 so-called SMEs, the subject matter experts, right,
9 for information about OBF?

10 A. Yes, I did.

11 Q. And so you know from talking with your
12 SMEs about the LSOG versions, right? L-S-O-G?

13 A. I also know that from just participating
14 in the Plan of Record collaboratives and hearing
15 that as a major topic of conversation.

16 Q. Okay. And that's the Local Service
17 Ordering Guide, right?

18 A. Yes.

19 Q. Okay. And you're on Version 4 and
20 you're going to deploy Version 5, actually some of
21 the Version 5 -- or some or all of Version 5 by the
22 first quarter of next year. Which is it? Some or

1 all of Version 5?

2 A. On page 7, line 7, it says Ameritech
3 Illinois has committed to full implementation to
4 LSOG Version 5 by first quarter, 2002, and I
5 believe I put that information in there having
6 spoken directly to the subject matter experts who
7 would know that.

8 Q. Okay. All right. And then on down the
9 page there, and you reference Mr. Waken here again,
10 you say back office systems are those systems not
11 accessed directly by service representatives. Do
12 you see that?

13 A. Yes, I do.

14 Q. Well, that isn't the test, is it,
15 Mr. Mitchell, whether or not your service reps can
16 access a particular system? That is no test the
17 FCC applies, is it?

18 A. Test for what?

19 Q. Whether we have a right to get to it as
20 CLECs.

21 A. I feel uncomfortable. Part of me thinks
22 you've asking for more of a legal --

1 Q. I already said no lawyer questions.

2 A. Okay.

3 Q. All of my questions are just for your
4 understanding of the order you read and quoted from
5 in your testimony.

6 A. My understanding of the order is we're
7 to provide the CLEC community with the same access
8 that we ourselves have in terms of do our retail
9 representatives have direct access, yes or no.
10 Well, then if they do or don't, then the CLECs
11 deserve that same treatment.

12 Q. Oh, so you think -- you look to see what
13 your retail service reps have and give us the same
14 thing, and that meets your obligation. Is that
15 right?

16 A. That seems like too short and quick an
17 answer. I don't think it's that cut and dried. I
18 think there are other parameters involved in it,
19 but I know that that is one of them.

20 Q. Well, isn't that, in fact, exactly what
21 the FCC said was not enough? If you look at
22 paragraph 430 with me of that order you have next

1 to you, I'm going to read another sentence to you.

2 "We also clarify that under existing
3 rules, the relevant inquiry is not whether the
4 retail arm of the incumbent has access to the
5 underlying loop qualification information, but
6 rather whether such information exists anywhere
7 within the incumbent's back office and can be
8 accessed by any of the incumbent LEC's personnel."
9 Do you see that?

10 A. Yes, I do.

11 Q. Now you've read that before, haven't
12 you, Mr. Mitchell?

13 A. I have.

14 Q. Doesn't that say clearly, and to your
15 understanding as a nonlawyer, that the inquiry is
16 not what the retail service reps get but instead
17 whether anybody in your company has access to the
18 information?

19 A. That's what it says.

20 Q. Okay. And you don't agree with that I
21 take it.

22 A. I didn't say that.

1 Q. Okay. Do you want to correct your
2 answer then?

3 A. I don't know what you're referencing.

4 Q. Your answer where you said the test is
5 what the service reps get and we give the CLECs the
6 same thing. That answer, do you want to correct
7 that?

8 A. What I also said in that answer was that
9 that is part of the test that we use. I didn't say
10 it was the entire test.

11 Q. Okay. What's the rest of the test then?

12 A. I'm not sure.

13 Q. Isn't it -- what this says right here,
14 isn't this the test?

15 A. I'm not an attorney.

16 Q. I know that.

17 A. And I understand that there are a number
18 of things that we provide the CLEC community. I
19 don't know what all those things are, and I don't
20 know under what parameters we give access to the
21 CLECs and for what reason. I know that we need to
22 provide CLECs -- we are obligated to provide CLECs

1 with the ability to pre-order, order, provision,
2 maintain, repair, and bill and so that they can do
3 that, you know, to the best of their abilities.
4 Now, does that mean if our retail people don't have
5 access to a system and therefore we don't give it
6 to the CLECs and so we don't? I don't think that's
7 what we do. I think we provide you with the
8 ability to perform the five functions as necessary.

9 Q. Well, do you think it would be contrary
10 to the goals of the Act not to give Rhythms access
11 to all the information that all your employees have
12 in your back office systems?

13 A. I think access to the information is
14 important. I do not believe that there are --
15 there are some functions that some of our employees
16 have that are stated in Mr. Waken's testimony that
17 would make sense in my mind that the CLECs not have
18 access to, and from that perspective I can see why
19 you would not have the ability to go to that back
20 office system and gain that access.

21 Q. I'm talking about the underlying
22 capabilities of the loop plant itself. Isn't it

1 fair to say that that would be a violation of the
2 Act, as your understanding as a nonlawyer, if we
3 didn't get access to the information about the
4 underlying capabilities of the loop plant itself?

5 MS. GIBNEY: I object to the extent it calls
6 for a legal conclusion.

7 JUDGE WOODS: Overruled.

8 A. I mean I really don't understand the
9 question, so I'm really having a hard time
10 answering it.

11 Q. Okay. Let's look at the last sentence
12 of paragraph 430. I'll read it. "To permit an
13 incumbent LEC --

14 JUDGE WOODS: Slowly, please.

15 Q. "To permit an incumbent LEC to preclude
16 requesting carriers from obtaining information
17 about the underlying capabilities of the loop plant
18 in the same manner as the incumbent LEC's personnel
19 would be contrary to the goals of the Act to
20 promote innovation and deployment of new
21 technologies by multiple parties." Do you see
22 that?

1 A. Yes, I do.

2 Q. Isn't it fair to say that the FCC thinks
3 that we should get information about the underlying
4 capabilities of a loop plant just as do all of your
5 personnel?

6 A. Except that if I say yes to that answer,
7 then I contradict what you said about the same
8 manner because it clearly states in there that the
9 underlying capabilities of the loop plant in the
10 same manner as the incumbent, and so my comment
11 about retail clerks having certain access to
12 information would then follow; that if our retail
13 people have certain access, then the CLECs deserve
14 that same access.

15 Q. Okay. Well, why don't you at least say
16 yes, and then we'll talk about the rest of your
17 answer. You're saying yes to me, first of all,
18 right?

19 A. Sure, yes.

20 Q. Okay. Well, you have more personnel
21 than just retail service reps, right?

22 A. Yes, we do.

1 Q. So how do the people in -- whoever it is
2 that accesses LFACS directly, how do they access
3 it?

4 A. Again, that's more of a question for
5 Mr. Waken than for myself.

6 Q. Okay. Well, and we'll talk to Mr. Waken
7 about that, but if they have access to LFACS
8 directly, okay, through a terminal, doesn't this
9 say that we should get the same kind of access?

10 A. Not if their access is not for
11 provisioning loop information.

12 Q. Well, let's assume that it is. Assume
13 that they access LFACS to help provision loops.

14 A. Well, I know that when you do a manual
15 loop request, that we have -- you're not using the
16 electronic interface the same way you would if you
17 were doing a direct query yourself; that we have an
18 employee who is typing in the specific information
19 into LFACS to retrieve that information for you,
20 but since that employee is providing that service
21 for you and giving you that information, I can't
22 see why you'd have to have direct access to do it.

1 Q. Doesn't this last sentence I just read
2 to you require that? We get access in the same
3 manner as incumbent employees?

4 A. But we're doing that for you. We're
5 giving you that information.

6 Q. So what? We want to do it directly.
7 Doesn't that say we can do it?

8 A. I'm not -- you know, I don't know.

9 Q. You don't know.

10 A. I don't know if that's what that's
11 saying.

12 Q. Okay. I take it that you will agree
13 without knowing the particulars that there are some
14 Ameritech employees besides service reps that have
15 direct access to such systems as LFACS. Is that
16 fair?

17 A. I just mentioned, you know, the manual
18 loop makeup, so yes.

19 Q. And the same would be true as to TIRKS,
20 right?

21 A. I don't know about TIRKS.

22 Q. No one can access TIRKS do you think?

1 A. I know that people access TIRKS, but I
2 know that we have employees who access TIRKS to
3 give it information, not to retrieve information
4 from it.

5 Q. So you put it in there, but you can
6 never read it then. Right?

7 A. It is being read electronically through
8 an interface. That's different than someone going
9 in to it directly and reading the information.

10 Q. You don't know, do you, Mr. Mitchell?

11 A. That's what I said.

12 Q. Okay. Do you know whether or not people
13 have access to SWITCH, some employees someplace?

14 A. I don't know.

15 Q. Okay. Okay. On page 9 of your
16 testimony, this is in the midst of your discussion
17 about why you think direct access would not be a
18 good idea. Is that fair?

19 A. Yes.

20 Q. Okay. And you say that you think it
21 would be inefficient and time consuming because --
22 you say especially considering that all relevant

1 information can be accessed via a single interface,
2 gateway, or GUI, right?

3 A. Yes.

4 Q. On lines 11 through 13?

5 A. Yes, that's what I'm saying.

6 Q. Okay. You said all relevant and not
7 all, didn't you?

8 A. Yes, I did.

9 Q. Okay. Do I take from that that you'll
10 agree with me that through the interfaces you have
11 in mind that Rhythms can't get all the information
12 in LFACS?

13 A. Rhythms can get all the information
14 necessary to pre-order, order, and provision
15 services.

16 Q. Do you understand my question,
17 Mr. Mitchell?

18 A. I thought I did by my answer.

19 Q. Okay. I said I take it from your answer
20 that you will agree that we cannot get all the
21 information in LFACS. Isn't that right?

22 A. I don't know that you can't get all the

1 information in LFACS.

2 Q. Did you ask anybody before you wrote
3 your testimony whether or not we currently get all
4 the information in LFACS?

5 A. Well, it's my understanding that in the
6 Plan of Record collaboratives and through the
7 changed management process Ameritech Illinois sat
8 across the table from the CLECs and asked them what
9 it is that you need and what you want.

10 Q. I'm sorry. I don't mean to cut you off,
11 but I said did you ask anybody before you wrote
12 your testimony whether we currently get all the
13 information in LFACS or did you not?

14 A. No, I did not.

15 Q. Okay. Do you know whether or not
16 Rhythms gets all the information currently in TIRKS
17 through whatever interfaces or gateways you have in
18 mind?

19 A. I'm going to say yes, and the reason why
20 I'm going to say yes is because, getting back to
21 what I was going to say earlier, you told us what
22 it is that you wanted, and it's 45 data elements,

1 and if those data elements are contained in LFACS
2 or TIRKS or SWITCH or whatever database that might
3 be, we give all that information to you, so yes.

4 Q. And you think that's a fair
5 characterization of the CLECs' position? That
6 we've told SBC that we want only 45 data elements?
7 Is that what you're saying under oath here?

8 A. Yes.

9 Q. Okay. How many Plan of Record meetings
10 or series have there been? Do you know?

11 A. There's been several. I've only been
12 involved in the advanced services Plan of Records.

13 Q. Okay. Well, weren't there two Plan of
14 Record series of meetings for advanced services?
15 One was called the Uniform and Enhanced POR, right?

16 A. Right.

17 Q. That's the one you went to, right?

18 A. I was involved in the meetings that took
19 place in Dallas and Chicago and St. Louis.

20 Q. Well, do you know was it called the
21 Uniform and Enhanced POR?

22 A. Yes, it was.

1 Q. Wasn't there one before that?

2 A. Yes, there was. I was not an employee
3 of this division at that point in time.

4 Q. And isn't the previous or the first one
5 of those Plan of Record series the one where the 45
6 data elements were developed, not the Uniform and
7 Enhanced POR?

8 A. They were developed in the first, but
9 they were also discussed in the second.

10 Q. Do you know whether or not any CLECs
11 protested the FCC saying these aren't enough?
12 These 45 aren't enough? Do you know anything about
13 that?

14 A. I know that there were over 200 issues
15 on the table between the CLECs and Ameritech, and
16 that in the end of the Plan of Record, ten of them
17 went before the FCC. The FCC rejected all but two,
18 and the two remaining the CLECs did not pursue an
19 arbitration.

20 Q. Do you recall my question, Mr. Mitchell?

21 A. I thought I just answered it.

22 Q. I said do you know whether or not CLECs

1 told the FCC that the 45 data elements were not
2 enough or not? Do you know that or not?

3 A. I don't know that.

4 Q. Okay. Wasn't it, in fact, Ameritech --
5 I'm sorry -- SBC that suggested that these elements
6 were enough, these 45? If you know.

7 A. I don't know.

8 Q. Okay. So all relevant I guess you have
9 as a basis for that conclusion the 45 elements? Is
10 that fair?

11 A. I don't understand your question.

12 Q. Back to your testimony at page 9,
13 Mr. Mitchell, where you say especially considering
14 that all relevant information can be accessed via
15 the GUIs. All relevant there means the 45
16 elements, right?

17 A. Yes.

18 Q. Would you happen to know how many fields
19 LFACS alone has in it? How many data fields?

20 A. I do not.

21 Q. What about SWITCH? Do you know about
22 that?

1 A. No.

2 Q. How about TIRKS?

3 A. Don't, don't know.

4 Q. Okay. On lines 15 through 23 and then
5 carrying over, you're pointing out what you view as
6 problems that CLECs would face if we used direct
7 access as opposed to your interfaces and GUIs. Is
8 that fair?

9 A. Yes. I'm discussing the complexities
10 between having direct access versus using OSS
11 access.

12 Q. Okay. You have to go in and out of the
13 back office systems via direct access, get the
14 information you want, then start an LSR, which is a
15 local service request, from scratch. Is that
16 right?

17 A. Yes.

18 Q. Okay. Well, what if we tell you that
19 we're okay with that? That that's our issue and
20 we'll do that? I guess, in other words, we don't
21 need a mom or dad to tell us, well, you know, this
22 is going to be really hard. We're willing to do

1 that. Is that okay with you? Does that remove
2 that concern?

3 A. That doesn't remove the concern about
4 direct access.

5 Q. You think we need help beyond our own
6 acknowledgment that we're willing to bear these
7 burdens?

8 A. I mean I respect your decision that you
9 don't need our assistance, but it doesn't alleviate
10 the concerns about direct access.

11 Q. I'm talking about these one at a time
12 now. I know you have other ones, but you're
13 pointing out of these supposed burdens of having to
14 go into the systems and get the information, bring
15 it back, and then put it on LSR. If we tell you
16 we're willing to do that, I guess that concern is
17 satisfied. Just that concern is satisfied, right?

18 A. I suppose so.

19 Q. Okay.

20 Okay. Now on page 10, here you're
21 saying, basically in contrast, you can go through
22 your interfaces and you wouldn't face those kind of

1 delays, and you say on lines 5 and 6 that, and I'm
2 quoting you here, "CLECs can integrated the EDI
3 ordering gateway with the EDI /CORBA pre-ordering
4 interface to provide an integrated pre-ordering and
5 ordering system." Do you see that testimony?

6 A. Yes, I do.

7 Q. Okay. Now it's not -- we can't go
8 through EDI right now and have integrated
9 pre-ordering and ordering. Isn't that right? We
10 cannot go through EDI, EDI interface, and have it
11 do a basically one-step pre-ordering /ordering
12 function. Isn't that right?

13 A. It's my understanding that you can.
14 That's why I put it in my testimony; that it allows
15 you to go from a pre-order to an order.

16 MR. BOWEN: Your Honor, I'm going to pass
17 around an exhibit and ask you to mark next as
18 Rhythms Rehearing Mitchell Cross Exhibit 1 the
19 following document.

20 (Whereupon Rhythms
21 Rehearing Mitchell Cross
22 Exhibit 1 was marked for

1 identification.)

2 Q. This is a document that's covered with
3 an e-mail from Patrick K. Halbach, H-A-L-B-A-C-H,
4 II to a very large distribution list dated Tuesday,
5 June 5, 2001. Mr. Halbach is a SWBT employee, and
6 it's a transmittal of the substantive document
7 which is titled SBC Business Rules POR
8 Collaborative Issues List (Handout), and I've
9 photocopied what I think is the entire document,
10 which is 65 pages long. Do you have that,
11 Mr. Mitchell?

12 A. Yes, I do.

13 Q. Okay. Do you see -- could you turn
14 back, please, to page 2 and look at Issue 2 with
15 me? First of all, do you recognize -- page 2 of
16 the issues list, not the e-mail.

17 A. Okay.

18 Q. Do you recognize this document, the
19 matrix I'm showing you here?

20 A. Yes, I do.

21 Q. Okay. And is this kind of the current
22 issues list that is being worked by the POR group

1 that you're talking about?

2 A. You know, I haven't been party to the
3 current issues list, so I'm assuming that if you
4 say it is the current, then it is the current.

5 Q. Well, I thought you were pointing this
6 Commission to the POR process as one of the
7 solutions available for why we didn't need direct
8 access. Isn't that right?

9 A. I did say that.

10 Q. But you're not familiar with it?

11 A. I am. You asked me if this is the
12 current, and I don't know that this is the current.

13 Q. You've seen ones likes this before.

14 A. Oh, absolutely.

15 Q. Okay. The list has last updated
16 5/30/01. Do you see that at the bottom of every
17 page?

18 A. Yes.

19 Q. And that's a common footer for these?
20 Is that right?

21 A. Yes, it is.

22 Q. Okay. So at least as of May 30th, if

1 you look with me at page 2 of that, Issue 2, do you
2 have that?

3 A. Yes, I do.

4 Q. Now it says UPOR CAT IV Issue 59. Do
5 you see that?

6 A. Yes.

7 Q. That to me is kind of cryptic and
8 incomprehensible. Could you translate that for me?
9 What's that mean?

10 A. I believe it means Uniform Plan of
11 Record Category IV Issue 59.

12 Q. Okay. And do you see there where it
13 says CLECs require data elements synchronization
14 for integrating pre-order and order information?

15 A. Yes.

16 Q. Okay. And do you see SBC Response: SBC
17 does not agree?

18 A. I see that.

19 Q. Okay. Turn back to page 22 now, please.
20 Do you have that?

21 A. I'm there.

22 Q. Issue 17, which is a WorldCom issue, and

1 this is WorldCom's position stated here I think, it
2 says integration of pre-ordering and ordering
3 interfaces is a binding commitment and is neither
4 voluntary nor limited to what is reasonably
5 possible. Do you see that?

6 A. I see that.

7 Q. And then look over to SBC Response in
8 that final column. 5/17 I think I read SBC saying
9 that they're not required to synchronize
10 pre-ordering and ordering interfaces. Isn't that
11 what you're saying there?

12 A. It says does not require synchronization
13 of SBC's pre-ordering and ordering interfaces.

14 Q. Okay.

15 A. In the Uniform and Enhanced Plan of
16 Record, SBC committed to synchronize the data
17 elements for the pre-order and order interfaces.

18 Q. Well, don't stop there.

19 A. To the extent possible.

20 Q. Okay. Well, let's talk about to the
21 extent possible. Let's turn the page. On May 23rd
22 of this year -- actually on May 17th the entry says

1 SBC will examine a commitment to document the rules
2 around any items that cannot be synchronized. Do
3 you see that?

4 A. Yes, I do.

5 Q. And then 5/23 says you want to add a
6 sentence that says if you identify any fields that
7 can't be synchronized between pre-ordering and
8 ordering, you will document those fields. Right?
9 You'll tell us about that, right?

10 A. Right.

11 Q. Well, I take from reading these two
12 entries, that is Issue 2 and Issue 17, that, in
13 fact, pre-ordering and ordering are not
14 synchronized. Isn't that a fair reading of these
15 open issues, Mr. Mitchell?

16 A. It's my understanding with the enhanced
17 Verigate GUI that the pre-order and order are
18 integrated, but that in EDI and CORBA they may not
19 be, but I'm not positive.

20 Q. So your testimony here there says that
21 EDI is integrated between ordering and
22 pre-ordering, doesn't it? Doesn't that say that on

1 page 10, lines 5 and 6? That's not right, is it?

2 A. You know, I would like the opportunity
3 to check that.

4 Q. Sure.

5 A. And respond.

6 Q. That's fine. It doesn't look quite
7 right sitting here now, does it?

8 A. It doesn't.

9 Q. Okay. You can check it though.

10 A. Thank you.

11 Q. Okay. Then you go on on page 11 at the
12 bottom and the top of page 12 to give your opinion
13 about whether or not direct access would give us
14 any benefit, don't you?

15 A. Correct.

16 Q. Okay. And I'm going to kind of pace
17 through each of the words you use here. You start
18 out with saying that we could find ourselves, to
19 use your words, plowing through a great deal of
20 irrelevant information. Do you see that?

21 A. Yes.

22 Q. Well, irrelevant according to whom? Is

1 that your opinion of what's relevant or what?

2 A. I think you'd find that it would be
3 irrelevant to everyone's opinion.

4 Q. Okay. Well, --

5 A. But it's clearly my definition of
6 irrelevant.

7 Q. Okay. Well, do you think that the first
8 time we got into the systems and saw what even we
9 might agree is irrelevant information, we could
10 probably skip that the next time through? That is,
11 we have the brains to figure out what to look for
12 and what to ignore? Is that fair?

13 A. But didn't you already do that in the
14 CLEC audit of our systems?

15 Q. I get to ask the questions,
16 Mr. Mitchell. Do you think we have the
17 intelligence to be able to go through a system and
18 figure out at least the second time through or
19 maybe even the third time through what information
20 is irrelevant and what's not?

21 A. I suppose you could.

22 Q. Okay. So that's kind of a first time,

1 the first use kind of concern. Is that fair?

2 A. Sure.

3 Q. Okay. And then you say on the next page
4 on line 3 that some of your back office systems,
5 which I'm going to call OSSs, contain redundant
6 information. Right?

7 A. Yes.

8 Q. What you mean by that is the same
9 information is found in more than one place? Is
10 that right?

11 A. Yes.

12 Q. Do you think we can figure that out?
13 That we know that, okay, it's in LFACS and also in
14 TIRKS, for example. We can figure that out pretty
15 quickly?

16 MS. GIBNEY: I'm going to object. He's asking
17 for him to speculate as to what the CLECs can and
18 cannot do.

19 JUDGE WOODS: I think it's an opinion that a
20 normal person could come to upon reflection, so
21 I'll allow him to answer it.

22 A. Yes, I think you're correct.

1 Q. Okay. Now, in the same sentence you
2 talk about outdated information, don't you?

3 A. Yes.

4 Q. What do you mean by outdated
5 information?

6 A. It's my understanding that some of our
7 databases are upgraded -- or updated, excuse me, in
8 different increments, so that, for example,
9 information on an available loop today, if you were
10 to go in there, may be old, outdated, and that loop
11 may no longer be available, but you might look at
12 it and see that it is and misinterpret the
13 information that you received.

14 Q. Okay. Fair enough. Well, in fact,
15 isn't it -- you knew about the pre-qual five-field
16 database because you talk about it later on, right?

17 A. Uh-huh. Yes.

18 Q. Okay. And that pulls an extract from
19 the LEAD/LEIS system, right?

20 A. Yes, it does.

21 Q. Okay. Now that's an outside plant
22 planning tool, right? If you know. Do you know?

1 A. I'm not sure. I don't know for sure.

2 Q. Okay. Well, isn't it correct that
3 LEAD/LEIS pulls an LFACS extract periodically, like
4 once a quarter or once a month?

5 A. Yes, it does, and it's updated
6 periodically, yes.

7 Q. Right, but the real information, the
8 current information that you have is in LFACS
9 itself, right?

10 A. I don't know that. It might also be in
11 ARES.

12 Q. Well, let's assume for a moment that
13 it's in LFACS. That is, let's assume that LFACS is
14 actually the inventory tool that inventories all
15 copper outside loop plant. Can we assume that?

16 A. Yes.

17 Q. Okay. So given that, given that
18 assumption, isn't it correct that because LEAD/LEIS
19 pulls an extract periodically, that it can become
20 outdated because it doesn't have the real-time
21 LFACS information? Isn't that right?

22 A. Correct.

1 Q. Okay. And if LEAD/LEIS is the system
2 that feeds the pre-qual system as you testified
3 just now, doesn't that mean that we could be
4 getting outdated information on the pre-qual?

5 A. No, because the information you're
6 getting is archived, and we state that. It's
7 archived information based on -- that it's subject
8 to update, but that if the end user's premises is
9 so many feet away from the central office, that you
10 should be able to provision certain services, and
11 that's what the pre-qual is basically for.

12 Q. I thought you said it was -- I thought
13 you agreed that LFACS feeds LEIS/LEAD occasionally.

14 A. I did.

15 Q. Well, isn't it logically possible then
16 that if we pull from LEIS/LEAD, that LFACS could
17 have been updated since LES/LEAD pulled its data
18 set and we could be getting information that was
19 outdated through the pre-qual tool?

20 A. Yes.

21 Q. Isn't that possible?

22 A. Yeah, it is possible.

1 Q. And couldn't we solve that problem, to
2 the extent it exists, by getting direct access to
3 LFACS because that's the most current information?

4 A. Again, I don't know. I think that's
5 more of a question that you might want to ask
6 Mr. Waken.

7 Q. I want to ask you, Mr. Mitchell.

8 A. Okay, but I'm not an LFACS expert so I
9 couldn't tell you.

10 Q. I've asked you to assume that LFACS has
11 the current data.

12 A. Okay.

13 Q. This is an issue of logic.

14 A. Okay. I stand corrected.

15 Q. Couldn't we get -- couldn't we be sure
16 we get the most current information by going to
17 LFACS directly instead of going to LEIS/LEAD?

18 MS. GIBNEY: I'll object. I think the witness
19 has said he doesn't know; that another witness
20 should answer the question.

21 JUDGE WOODS: Then that should be his answer.
22 If that's his answer, that's what he should answer.

1 MR. BOWEN: I'm sorry?

2 JUDGE WOODS: If his answer is he can't figure
3 it out, then that should be his answer.

4 MR. BOWEN: I've asked him to assume that
5 LFACS --

6 JUDGE WOODS: I know what you've asked him.

7 MR. BOWEN: Okay.

8 Q. Can you answer the question,
9 Mr. Mitchell?

10 A. Again, I don't know that information.
11 Mr. Waken might be better to answer it for you.

12 Q. Did you have any other systems in mind
13 that might contain outdated information?

14 A. Again, that might be a better question
15 to ask Mr. Waken.

16 Q. No, I'm asking about your testimony.
17 When you wrote your testimony at lines 2 and 3 on
18 page 12, did you have any other systems in mind
19 when you said that they might contain outdated
20 information?

21 A. I think I was speaking generally, given
22 that we have a number of systems and not knowing

1 all of them, not knowing which ones would have
2 accurate versus outdated information.

3 Q. But you had no specific examples in mind
4 when you wrote it.

5 A. I did not.

6 Q. Okay. All right. Okay. Then on lines
7 -- the sentences on lines 3 through 14, I think
8 you've used the words -- you managed to worked in
9 cryptic, enigmatic, and indecipherable in those
10 sentences. Do you see that?

11 A. Yes.

12 Q. I see cryptic on line 5, I see enigmatic
13 on line 9, and I see indecipherable on 10. Do you
14 see that?

15 A. Yes, I do.

16 Q. Once in awhile it's good to be a history
17 major, right?

18 JUDGE WOODS: It certainly is.

19 MS. GIBNEY: Is there a question?

20 Q. All right.

21 Now, with respect to whether or not
22 these systems really are cryptic or enigmatic or

1 indecipherable, I take it it's not the case that
2 Ameritech employees who work with these systems are
3 somehow born with the knowledge of how to use them.
4 Is that fair?

5 A. That's fair.

6 Q. And do you require what? Ph.D.s to run
7 these systems because they're so enigmatic and
8 indecipherable?

9 A. And cryptic.

10 Q. Or cryptic; sorry.

11 A. I don't know what the qualifications are
12 to be able to access those databases.

13 Q. Okay. Do you have to be a college
14 graduate to run those systems?

15 A. Again, I don't know what the
16 qualifications are.

17 Q. Okay. Well, however far you got in
18 school, isn't it correct that you give them
19 training before they're allowed to touch the
20 systems?

21 A. Yes, I think that's fair to say.

22 Q. Okay, and don't they have both

1 electronic and paper manuals available to them in
2 case they forget something from their training?

3 A. I'm sure they do.

4 Q. Okay. Now, were you at that audit you
5 mentioned in Hoffman Estates?

6 A. No, I was not.

7 Q. Okay. Did you ask anybody who was
8 there? Because you testify about that in your
9 testimony, don't you?

10 A. Yes. Ms. Jacobson is a colleague of
11 mine, and our cubicles are right next to each
12 other, and she filled me in on everything that she
13 knew about the audit. She attended it.

14 Q. Okay. Was she the only person you
15 talked to about the audit?

16 A. No. I believe I spoke to Mr. Halbach as
17 well. I think he was also party to the audit.

18 Q. Okay. Well, did either or both of them
19 tell you that at the audit Ameritech actually
20 produced some of the manuals that are used for
21 these systems?

22 A. Yes.

1 Q. And they got to see those at the audit?

2 A. That's my understanding.

3 Q. All right .

4 Do you travel a lot?

5 A. On average, twice a month.

6 Q. Okay. Do you ever use the Pocket Flight

7 Guide?

8 A. No.

9 Q. Okay.

10 Your Honor, I'm going to show the

11 witness this document. I think I'll probably mark

12 it as an exhibit too.

13 A. Thank you.

14 Q. Okay. This would be Rhythms Rehearing

15 Mitchell Cross Exhibit Number 2, and this is a --

16 I'll represent this is a printout of two pages from

17 the official airline guide, Pocket Flight Guide,

18 showing flights to San Francisco by random choice.

19 JUDGE WOODS: Is this copied by permission?

20 MR. BOWEN: Is it what?

21 JUDGE WOODS: Copied by permission?

22 MR. BOWEN: It certainly is.

1 Q. All right. Do you have that,
2 Mr. Mitchell?

3 A. I do.

4 Q. Let's look down on the first page there,
5 the right-hand column, look down to where it says
6 St. Louis, Missouri. Do you have that?

7 A. Yes, I do.

8 Q. And the second entry it says as follows;
9 I'm going to read this into the record: 922a S 104p
10 O UA 1519 FY 733 M1 E09JUL. Did I read that
11 correctly?

12 A. Yes.

13 Q. Would you call that cryptic?

14 MS. GIBNEY: I'm going to object to the
15 relevance of this having anything to do with the
16 cryptic or non-cryptic nature of our back office
17 systems.

18 MR. BOWEN: I'm entitled to examine by analogy
19 I think, Your Honor.

20 MS. GIBNEY: He's assuming it's analogous, and
21 it's completely irrelevant.

22 JUDGE WOODS: I would prefer to see something

1 from the systems we're talking about as opposed to
2 something from outside.

3 MR. BOWEN: Okay.

4 Q. On line 16 through 23 of this page, that
5 is page 12, Mr. Mitchell.

6 A. Yes.

7 Q. And then on to the next page, here
8 you're talking about you had a certain number of
9 inquiries for loop qual information. Is that
10 right?

11 A. Yes.

12 Q. In one month 75,000 and in another month
13 42,000 and change, right?

14 A. Yes.

15 Q. And those came through what you call
16 your OSS interfaces. Is that your testimony?

17 A. Yes.

18 Q. Which interfaces did those come through?
19 Do you know?

20 A. I do not know.

21 Q. Well, do you know what the possibilities
22 are?

1 A. There's no way I would speculate.

2 Q. Well, these are the ones you're telling
3 us we're suppose to use, right?

4 A. No. I thought you were asking me like
5 what percentage came through EDI versus what
6 percentage came through --

7 Q. No, no, no. Just what's the universe of
8 interfaces these would have come through?
9 Verigate?

10 A. That's what I'm saying. My
11 understanding is that it came through the app to
12 app interface as well as the GUI interface.

13 Q. The GUI interface, Verigate is in that
14 category, right?

15 A. Yes, sir.

16 Q. And GUI is G-U-I which means Graphical
17 User Interface. Is that right?

18 A. Yes.

19 Q. And the application to application
20 interface is what?

21 A. EDI/CORBA.

22 Q. Okay. So it could have been through

1 either one of those means, right?

2 A. Correct.

3 Q. Okay. And then you say once it came
4 through those interfaces, then you say, in turn,
5 routed those requests to the proper back office
6 systems such as LFACS, right?

7 A. Correct.

8 Q. So if I understand what you're saying
9 here, you had 75,000 plus inquiries in March that
10 came through an interface and accessed LFACS. Is
11 that right? Via the interface.

12 A. Yes.

13 Q. Okay. And then 42,000 such inquiries in
14 April. Right?

15 A. Correct.

16 Q. But LFACS itself was accessed in your
17 example over 75,000 times in March and over 42,000
18 times in April although through an interface,
19 right?

20 A. I said such as LFACS. I'm not saying
21 that each inquiry was directed to LFACS, although
22 it was loop qual, so the assumption is that it

1 probably was LFACS.

2 Q. Okay. Well, I guess I'm curious. If we
3 could do the inquiries ourselves directly through
4 direct access instead of through EDI or through
5 Verigate, we would have 75,000 inquiries ourselves
6 directly into LFACS as opposed to through the
7 interface. Isn't that right?

8 A. Yes, it makes sense.

9 Q. Okay. So who cares whether they go
10 through your interface or not if they're all
11 hitting LFACS in the end anyway whether we do it
12 direct access or through your interface?

13 A. Well, we care because the OSSs -- the
14 function of the OSS is to mitigate the number of
15 inquiries into the back office systems and to make
16 those inquiries happen in such a way as to provide
17 the information that's being requested and in the
18 same fashion not overburden or ask the LFACS
19 questions that are irrelevant or could be
20 detrimental to the system. For example, if you
21 asked -- if in your inquiry you put missing or
22 inappropriate data to be requested of LFACS, the

1 OSS will reject out the inquiry until you've asked
2 the question the right way. With direct access you
3 can go into LFACS and ask that inappropriate
4 question and potentially do some harm to LFACS.

5 JUDGE WOODS: How?

6 THE WITNESS: If you go into LFACS, for
7 example, and ask it a question about, you know,
8 addressing information that's not available or it's
9 not there and you keep pushing that question into
10 the system, if you were to do it through OSS, the
11 OSS would say invalid address or it's not -- you
12 know, you're asking for a street and it's a
13 boulevard and it doesn't exist as a street. If you
14 were to keep inquiring of that into LFACS, and I'm
15 sure Mr. Waken could probably answer this question
16 better than I could, he's more the expert, that you
17 could overburden LFACS, whereas the OSS would
18 simply reject that question out and say that's not
19 an appropriate question.

20 JUDGE WOODS: Okay. So there's a distinction
21 between overburdening and harming. I have visions
22 of LFACS becoming suicidal or something because you

1 asked it the wrong question.

2 THE WITNESS: I mean LFACS was developed by
3 Telcordia is my understanding, and it was developed
4 to be used way before DSL came into light and
5 before giving CLECs access to information. It was
6 done before the Telecommunications Act and all
7 that, and so it wasn't designed to have multiple
8 queries directly into it, and it was used by our
9 retail operation, so it's not designed to have the
10 type of queries that Mr. Bowen is suggesting to be
11 directly placed into it. So when I say overburden,
12 I'm meaning that 75,000 additional inquiries could
13 be detrimental, and of those 75,000, if a
14 significant percentage of those are inappropriate
15 or not, not the right kind of question, it could
16 cause the system to slow down or to fail.

17 JUDGE WOODS: I thought the math we just went
18 through was that the number of inquiries were the
19 same, whether it was through one of the EDIs or the
20 GUIs or direct inquiries.

21 THE WITNESS: But there's a difference I think
22 between a service representative sitting at a

1 terminal asking the inquiry through the OSS and
2 having the OSS process it than a direct question
3 directed to LFACS. It might be that the service
4 representative is trying to ask LFACS a question
5 that's not relevant to LFACS, a question about
6 switching information that should go to another
7 database.

8 There's also a difference between if a
9 CLEC were to have 15 service reps all at the same
10 exact time trying to query LFACS versus 15 service
11 reps asking the OSS because then the OSS can route,
12 you know, and process the inquiries in a more
13 timely fashion to get the information back and
14 forth. So does that make sense to you?

15 JUDGE WOODS: It's starting to.

16 THE WITNESS: Okay.

17 JUDGE WOODS: Mr. Bowen.

18 MR. BOWEN: Thank you, Your Honor.

19 Q. Well, I hate to admit this, but I
20 actually have sat at an LFACS terminal,
21 Mr. Mitchell. Do you know whether or not you can
22 inquire on a loop by telephone number?

1 A. My understanding is you can do it by TN,
2 telephone number, or address.

3 Q. Okay. Can you inquire by serving
4 terminal?

5 A. I don't know.

6 Q. All right. Well, let's say that you can
7 do an inquiry called INQTEA that will inquire on a
8 particular serving terminal if you know what it is.
9 How will that somehow confuse LFACS? That is, if
10 you know the right inquiries to put into the
11 system, INQTN, INQTEA, INQCAPR for cable pair, if
12 you know the right questions to ask, how can you
13 confuse the system?

14 A. I think I would like to defer these
15 questions to Mr. Waken. He's more the expert.
16 You're getting to a place with my expertise that I
17 do not know the back end systems enough to be able
18 to really answer these questions.

19 Q. So everything you're saying then about
20 capacity problems and crashing the system or
21 confusing it is just speculation. Isn't that fair?

22 MS. GIBNEY: I'll object. It's argumentative.

1 JUDGE WOODS: Overruled.

2 A. It is absolutely not speculation.

3 Q. All right. Then where are the facts to
4 support your assertions?

5 A. I've had the subject matter experts talk
6 to me about this, and they have assured me that my
7 testimony is accurate; that when I say it's
8 possible that too many inquiries or inappropriate
9 inquiries into back office systems could cause --
10 could possibly cause failure, that that's accurate.
11 Now I'm not the person to really specify what could
12 cause that jeopardy, but the information is still
13 accurate.

14 Q. But you don't even know how you enter
15 queries into the system, do you, in LFACS?

16 A. No, I don't.

17 Q. Well, let's assume for a moment -- and
18 we'll talk to Mr. Waken about this in more detail.
19 Assume with me that you don't simply ask it like a
20 Google question. All right? You have to actually
21 put in a request that it can recognize, like
22 INQTEA. Can you assume that with me? That it only

1 accepts a certain number of recognizable queries?

2 A. That's my point, Mr. Bowen; that if you
3 get in front of the terminal and you start asking
4 the inappropriate questions because you're confused
5 or you don't understand and you're directly
6 accessing LFACS to do that, you could cause some
7 harm, whereas if you were to use the OSS and ask
8 that question, it would be rejected out until you
9 asked it the right way.

10 Q. All right. Do you know what a command
11 line interface is?

12 A. No, I don't.

13 Q. All right. How do you think the
14 requests on LFACS are made? If you know. Do you
15 have any idea?

16 A. I mean you have to populate the data
17 fields.

18 Q. In what? In the question?

19 A. Right.

20 Q. The inquiry.

21 A. Yes.

22 Q. How do you inquire?

1 MS. GIBNEY: I'm going to interrupt. I don't
2 know what the question is at this point we've gone
3 back and forth so many times.

4 Q. My question is how do you actually make
5 an inquiry of LFACS on a direct basis, not through
6 the GUI?

7 A. I don't know. I don't know. I don't
8 know how to make a direct access into LFACS.

9 Q. Well, then how do you know we could hurt
10 the system?

11 A. Again, I answered previously that in
12 preparing my testimony I have spoken to the subject
13 matter experts about this issue, and, again, I
14 would suggest that you give Mr. Waken this
15 question. He might be better able to answer it,
16 but I was assured that the information I placed in
17 my testimony is accurate; that if you were to
18 overwhelm the system, you could possibly cause the
19 system to fail.

20 Q. What do you mean overwhelm?

21 A. Too many inquiries, inappropriate
22 questions that the system cannot answer.

1 Q. So Mr. Waken is the SME on this. Is
2 that your testimony?

3 A. Mr. Waken I think in his testimony goes
4 into a little more detail than I do on this.

5 Q. I just want to know if it's either you
6 or Mr. Waken or somebody who is not here. I want
7 you to tell me of those three choices who I should
8 --

9 A. It's not me. I'll tell you that.

10 MS. GIBNEY: I think the questions can go to
11 Mr. Waken.

12 Q. So one of the concerns you're expressing
13 at least as the SMEs have told you you're right
14 about is the number of simultaneous access
15 attempts. Is that fair?

16 A. That's one example.

17 Q. Okay. And the other one is somehow
18 being able to put in incorrect information in a
19 query. Right?

20 A. That's another example.

21 Q. Okay. So we should ask Mr. Waken about
22 both of those, right?

1 A. Yes.

2 Q. Okay. All right.

3 Okay. But you're convinced from talking
4 to your SMEs that there are capacity constraints on
5 LFACS associated with the number of simultaneous
6 accesses. Is that your testimony?

7 MS. GIBNEY: I'm going to object. It has been
8 asked and answered several times.

9 JUDGE WOODS: Well, I think it has, unless
10 it's foundational.

11 MR. BOWEN: It's a foundational question.

12 A. Can you ask the question again?

13 Q. Yes. You are convinced from talking to
14 whoever you talked to that there are, in fact,
15 capacity constraints on the number of simultaneous
16 accesses that are possible with LFACS. Is that
17 right?

18 A. I'm convinced that there are capacity
19 restrictions in LFACS, yes.

20 Q. Okay. What's then the number of
21 simultaneous accesses that is the limit on LFACS?

22 A. I don't know.

1 Q. Did you ask the SMEs that question? I
2 mean if you think there is one, didn't you ask them
3 what it was?

4 A. I mean we talked about it, and we had a
5 discussion on it and --

6 Q. That wasn't my question. Did you ask
7 them what it was?

8 A. I'm trying to remember. I don't recall
9 asking, well, would two knock the system out if
10 they were asked. I never did that.

11 Q. And they didn't volunteer any particular
12 number to you I take it.

13 A. No, because the discussion revolved
14 around existing access through the OSS which -- or
15 an interface which our retail service
16 representatives have versus how would that all
17 change and how would that all look if you were to
18 suddenly allow all the CLECs to have direct access.
19 I do not know the number of CLECs that operate in
20 the State of Illinois. In California we have over
21 150 competitors, and I was just in my mind and then
22 talking to them saying, you know, 150 potential

1 providers, each of them having a number of service
2 reps sitting at terminals, all of them at the same
3 time trying to provide service to potential end
4 users, that sounds pretty overwhelming. They said
5 absolutely.

6 Q. And those are all facilities-based CLECs
7 buying UNES. Is that right? The 150?

8 A. I don't know what they all do.

9 Q. Well, don't you --

10 A. I know we have 150 service providers in
11 the state of California, more than that actually.

12 Q. Well, don't you testify on page 13 that
13 if you actually had the 40,000 to 80,000 loop qual
14 interfaces made directly to LFACS, that that could
15 cause LFACS, to use your words, to fail completely?

16 A. Yes.

17 Q. Okay. So did you ask -- well, strike
18 that.

19 Do you have anything to present to us
20 sitting here today about any capacity testing the
21 company has done that indicates the actual number
22 of simultaneous accesses above which the system

1 could fail completely?

2 A. I do not.

3 Q. Okay.

4 This isn't the first time that your
5 company has made the assertion that direct access
6 could cause LFACS to fail, is it?

7 A. No, it's not.

8 Q. Okay. And haven't you expressed
9 concerns in other states about the number of
10 so-called hits to LFACS that might be associated
11 with direct access?

12 A. I believe so.

13 Q. Okay.

14 MR. BOWEN: Your Honor, I'm going to pass
15 around and ask you to mark as Rhythms Rehearing
16 Mitchell Cross-Examination Exhibit Number 3 a copy
17 of the arbitration award of the Texas PUC in Docket
18 Number 23309. It's a complaint of IP
19 Communications concerning expedited post
20 interconnection dispute resolution, and it's dated
21 in April of 2001.

22 (Whereupon Rhythms

1 Rehearing Mitchell Cross
 2 Exhibits 2 and 3 were marked
 3 for identification.)

4 JUDGE WOODS: Is this a final order?

5 MR. BOWEN: Yes, it is. I just don't have a
 6 signed copy of it, but this is a final order.

7 Q. Do you have that, Mr. Mitchell?

8 A. Yes, I have it before me.

9 Q. Could you turn to page 9, please?

10 MR. BINNIG: Just to correct the record, Your
 11 Honor, I believe this is an arbitration award from
 12 the Arbitrators. It's not an order from the
 13 Commission itself.

14 MR. BOWEN: That's how it works in Texas.

15 JUDGE WOODS: The Commission doesn't have to
 16 act on the order?

17 MR. BOWEN: When it comes out, it's done.

18 MR. BINNIG: That's not my understanding, Your
 19 Honor, but we'll brief it.

20 MR. BOWEN: Okay.

21 Q. Do you have page 9, Mr. Mitchell?

22 A. Yes, I do.

1 Q. Under item or paragraph number 2, SWBT's
2 Concerns, do you see the sentence just before the
3 list there that says: "Distilled to there essence,
4 therefore, SWBT's concerns are:", and number 3
5 says: "LFACS and CIDB are aging databases. The
6 integrity of LFACS could be compromised by even one
7 additional query." Do you see that?

8 A. Yes, I do.

9 Q. Okay. Then on the next page, I'll read
10 this for context as well. Do you see the
11 Commission or at least the Arbitrators here saying:
12 "As for concerns over database integrity, SWBT
13 failed to provide evidence to support its claim
14 that additional queries would cause the databases
15 to fail, except to express concern over the number
16 of hits. Under questioning by the Arbitrators,
17 SWBT acknowledged that it has done no capacity
18 testing of LFACS. SWBT's concerns over system
19 integrity, therefore, are unsupported, especially
20 given that LFACS appears to have capably absorbed
21 the thousands upon thousands upon thousands of hits
22 now being made to make CLEC loop qual inquiries,

1 which the system was not originally designed to
2 handle." Do you see that?

3 A. Yes.

4 Q. Aren't we in exactly the same shoes as
5 this case was in two respects? That is, you
6 provided no additional evidence to support your
7 claim that additional queries would cause the
8 database to fail besides your bare assertion.
9 Isn't that right?

10 MS. GIBNEY: I'll object. That's
11 argumentative.

12 JUDGE WOODS: Yes, it is.

13 MR. BOWEN: Okay.

14 Q. Were you aware of this order when it
15 came out, Mr. Mitchell?

16 A. Yes, I was.

17 Q. Okay. And did you read what I just read
18 to you when the order came out?

19 A. No, I did not.

20 Q. Okay. Were you aware that this
21 arbitration was about OSS access?

22 A. Yes, I was.

1 Q. Well, had you read this, you would have
2 had the chance to remedy the flaws that the
3 Arbitrators found in your presentation then,
4 wouldn't you?

5 MS. GIBNEY: I'll object as argumentative.

6 MR. BOWEN: It's not argumentative.

7 JUDGE WOODS: I'm not sure what the relevance
8 is, but I'll let him answer.

9 A. I guess I take issue with the flaws in
10 my testimony. I don't know that my testimony --

11 Q. No, I'm not talking about -- what I just
12 read you indicates that the Arbitrators in Texas
13 found flaws in the presentation. That is, there
14 was no capacity testing; there was no additional
15 evidence to support the claim. If you would have
16 read this order, you could have -- you had the
17 time, did you not, to remedy the shortfalls that
18 the Commission found in your presentation in Texas?
19 Isn't that right?

20 A. You mean remedy that for like here now?

21 Q. Yes.

22 A. Like come forward with capacity

1 restriction information?

2 Q. Exactly.

3 A. That was in April this came out. I
4 don't know that we could have done capacity testing
5 in April and had all the information concluded and
6 analyzed by now. I'm not sure we would have.

7 Q. Okay. Well, when do you think this
8 Commission first told you that you had to provide
9 direct access in Illinois on this issue? Do you
10 know?

11 MS. GIBNEY: I'll object again. We're
12 actually --

13 JUDGE WOODS: We're approaching argument,
14 Mr. Bowen.

15 MR. BOWEN: Okay.

16 Q. Now, does Ameritech have, in your
17 opinion, fewer or more employees now compared to
18 when LFACS was first rolled out?

19 A. I don't know.

20 Q. All right. Isn't it correct that these
21 systems we're talking about that you call back
22 office and we call OSS, that these are mainframe -

1 based systems?

2 A. I believe they are, yes.

3 Q. Okay. Now there would be -- I'd like
4 you to agree with me or not. There would be I
5 think three ways to design simultaneous access
6 capability of a system like that. Okay? Door
7 number 1 would be there's no limit. There's no
8 preset limit to simultaneous access, and then the
9 more users you get, the slower the system runs.
10 All right. Do you have that in mind?

11 A. You're asking me to make that
12 assumption?

13 Q. Yes.

14 A. Okay.

15 Q. Door number 2 is there's a limited
16 number of users that can get to the system
17 simultaneously, but that when you get there,
18 additional attempts are denied access.

19 A. I can make that assumption.

20 Q. Okay. Door number 3 would be there's a
21 limit to the number of users, but it's a secret.
22 That is, you only know it when you exceed it

1 because the system crashes. Can you assume that's
2 a possibility with me?

3 A. Okay.

4 Q. All right. Now, do you know which of
5 those three is the design criteria used in enabling
6 access to LFACS?

7 A. I have absolutely no idea.

8 Q. Okay. Knowing what you do know about
9 these systems from whoever you heard it from, does
10 door number 3 make any sense to you? That is,
11 would any designer do you think ever design a
12 system that had a maximum number of users
13 simultaneously, but it was a secret that you only
14 find out once you got there and went beyond it and
15 crashed the system?

16 MS. GIBNEY: I'm going to object. That calls
17 for speculation. He has stated he doesn't know.

18 MR. BOWEN: I'm asking the witness to use
19 whatever he can bring to bear to answer this
20 question, Your Honor.

21 JUDGE WOODS: He can answer the question.

22 A. In order for me to answer that question

1 I'd need to have a greater understanding of the
2 system, and I truly don't, but to access the CLEC's
3 gain currently through the OSS from my
4 understanding really mitigates the impact on these
5 back end systems, and direct access is a whole new
6 ball game in my mind; that I could under any of the
7 scenarios that you presented make an additional
8 assumption that it could crash.

9 Q. Okay. So if you think that your current
10 GUIs or interfaces somehow perform some kind of
11 mediation function, is it door number 1 or door
12 number 2? That is, is it a no limit but the system
13 slows down or is it a limit above which you get a
14 system busy message? Do you know?

15 A. You know, I know that we're constantly
16 upgrading and adding on to our systems which tells
17 me in my mind that we are working to prevent
18 systems from crashing because --

19 Q. No, that really wasn't my question.

20 A. Well, that's how I answer it. I mean
21 that's my understanding is I don't think that we
22 would create a system with surprises that you're

1 suggesting.

2 Q. Door number 3 you mean?

3 A. Yes, sir.

4 Q. Okay.

5 A. So to that end, I would just rule that
6 out as a possibility, but I just don't know how the
7 systems -- I can't even tell you when LFACS was
8 first brought on line. The only think I know is it
9 was brought on line way before the Telecom Act
10 became in existence and that it was designed by
11 Telcordia with certain functionality, and that
12 functionality --

13 Q. Well, I don't need a history of LFACS.
14 I just want you to tell me with respect to your
15 GUI, your GUI, have you ever heard about somebody
16 getting a system busy on a loop qual?

17 A. No, I've not.

18 Q. Okay. So that would mean if door number
19 3 is stupid and you've never heard of door number
20 2, that means door number 1, that is no limit to
21 the access but it slows down in busy times, that's
22 how your interface handles that. Isn't that right?

1 A. I don't know enough about it to answer
2 that question.

3 Q. Okay. Do you think Mr. Waken would?

4 A. He might. Sure.

5 Q. Okay. You testify about your EXACT
6 system, E-X-A-C-T, all caps, on page 21, do you
7 not?

8 A. Yes, I see that.

9 Q. Okay. Now that's not a system that
10 CLECs can use. Isn't that right?

11 A. No, it's not.

12 Q. Okay. That's used by Ameritech
13 Illinois' service reps. Is that right?

14 A. Yes, sir.

15 Q. Okay. And I'm looking at your testimony
16 at lines 17 through 20, and you say there that
17 EXACT is used by your service reps to order
18 services for IXC customers as well as by LSC
19 representatives for ordering unbundled loops,
20 unbundled transport, and collocation trunks. Do
21 you see that?

22 A. Yes.

1 Q. Now you're from PacBell, right ?
2 A. Yes.
3 Q. You know about SORD, right?
4 A. Yes.
5 Q. Is this kind of the Ameritech version of
6 SORD? That is, ordering front end?
7 A. I don't know it enough to know to say
8 that. I mean I don't know the two systems well
9 enough to make that statement.
10 Q. Okay. Well, the LSC, that's the Local
11 Service Center. Is that right?
12 A. Yes.
13 Q. Is that the group that we need to go
14 through to place our orders?
15 A. Yes.
16 Q. For line sharing?
17 A. That's my understanding, yes.
18 Q. Okay. So when we order something, it
19 goes from us somehow into the LSC, L-S-C, right?
20 A. Right.
21 Q. When we order line sharing through one
22 of the interfaces you want us to use, does that

1 order go into the LSC?

2 A. That's my understanding that it does
3 flow through the LSC.

4 Q. And then does it go into EXACT from
5 there?

6 A. I think the service representative in
7 the LSC brings up EXACT and types in the order.

8 Q. I'm sorry?

9 A. Brings up EXACT and types in the order.

10 Q. Okay. So we do a little electronic
11 interface for a line sharing order to the LSC, and
12 the service rep then retypes the order into EXACT?

13 A. No. I'm sorry. If you enter it from
14 your front end, then it flows through mechanically,
15 correct, yes.

16 Q. Okay. And from EXACT does it then flow
17 through your ordering system?

18 A. I don't know enough to say where it goes
19 into the back end systems.

20 Q. Who knows that? Mr. Waken?

21 A. I think so.

22 Q. Okay. Why can't we have access to EXACT

1 directly? Why is there this intermediate step?

2 A. Again, what you're talking about is the
3 whole issue of direct access versus OSS access.

4 Q. Well, what is EXACT? Is that an OSS or
5 is that a back office system?

6 A. I believe it's a middleware system
7 actually.

8 Q. Uh-oh.

9 JUDGE WOODS: There you go, middler.

10 Q. We have something that's neither an OSS
11 as you define it nor a back office system but
12 something in between?

13 A. It helps to process the information to
14 the appropriate databases.

15 Q. Okay. Can we get access to middleware?
16 Direct access to what you call middleware?

17 A. No.

18 Q. Why?

19 A. Because middleware is -- like I just
20 said, it's processing systems. Like in loop qual,
21 AMES is a middleware, and I'm more familiar with
22 AMES than I am with EXACT.

1 Q. I don't care about that.

2 A. Well, I do because I can't answer your
3 question without going on my knowledge base, which
4 is if you were to go into Verigate and do a loop
5 qual, it sends the inquiry to AMES, which then is a
6 middleware that sends the information to the
7 appropriate back end databases and let's it flow
8 back through and out to you so you can get the
9 answer.

10 Q. Well, that's great, but I want to talk
11 about EXACT. It says EXACT is used by your folks
12 to order UNE loops in line sharing.

13 A. Okay.

14 Q. So I want to know how come I can't use
15 EXACT to order UNE loops in line sharing.

16 A. I don't know the answer to that
17 question.

18 Q. Okay. And what about the Ameritech
19 Customer Information System, or ACIS? We don't get
20 access to that, do we? ACIS?

21 A. Through the OSS?

22 Q. No, I mean do you give us direct access

1 to ACIS?

2 A. No, we don't.

3 Q. Why not?

4 A. Because that's a system used by the
5 service representatives. It provides the same
6 information to them that it provides to you through
7 the OSS.

8 Q. I know what is. I want to know why we
9 can't have access to it, in your opinion, direct
10 access to it.

11 A. Because it's not a database.

12 Q. So what?

13 A. The service representatives, as I
14 understand it, use ACIS as their interface. It
15 also is the middleware. It looks and will retrieve
16 information from the appropriate database. Your
17 interface to get access to the database is either
18 EDI, CORBA, or Enhanced Verigate.

19 Q. Will you agree with me that loop
20 prequalification and loop qualification information
21 resides in LFACS and ARES, spelled all caps
22 A-R-E-S?

1 A. Yes.

2 Q. Okay.

3 Leaping ahead to page 41 --

4 JUDGE WOODS: Let's go off the record.

5 (Whereupon at this point in

6 the proceedings an

7 off-the-record discussion

8 transpired.)

9 JUDGE WOODS: Back on the record.

10 MR. BOWEN: Okay.

11 Q. Page 41, Mr. Mitchell. Are you there?

12 A. I'm here.

13 Q. Okay. Here you -- and you have been

14 talking for a couple pages about EDI, right?

15 A. Yeah, it looks that way, yes.

16 Q. Okay. What kinds of services are the

17 most common, commonly ordered through EDI? Isn't

18 that resale?

19 A. I'm not really sure.

20 Q. Okay. Do you know whether Ameritech's

21 currently deployed EDI supports orders for line

22 sharing on home run copper facilities?

1 A. I know it supports UNEs.

2 Q. Yeah, I know that, but what about line
3 sharing?

4 A. I'm not sure.

5 Q. Do you know whether Ameritech's
6 currently deployed EDI supports line sharing on
7 Project Pronto architecture?

8 MS. GIBNEY: I'll object. I think that's
9 beyond the scope of his testimony.

10 MR. BOWEN: Your Honor, that's what we're here
11 to talk about.

12 JUDGE WOODS: Overruled.

13 A. I don't know.

14 Q. Isn't it true that neither of those two
15 configurations is supported by your currently
16 deployed EDI?

17 A. I don't know.

18 Q. Do you have a way to find that out?

19 A. I mean I can go back and make some phone
20 calls and ask some people, certainly.

21 Q. Do you think Mr. Waken could answer that
22 when he comes on?

1 A. I think he has a better chance of
2 answering that than I do.

3 Q. Okay. Can I ask you to pass on that
4 question to him?

5 A. Sure.

6 Q. Okay. All right.

7 Okay. On page 49 of your testimony,
8 focus with me, please, on lines 13 through 17. You
9 say, and I'm going to quote you here, "Once an
10 order is created and reaches Ameritech Illinois'
11 legacy systems, the process is the same for
12 wholesale as it is for retail. After any order
13 (retail or wholesale) reaches ACIS or EXACT, all
14 orders are treated equally, and the same Ameritech
15 Illinois systems and resources are used to
16 accomplish the back-end tasks." Do you see that?

17 A. Yes.

18 Q. I want to talk about what happens before
19 the order hits ACIS or EXACT. I think we've
20 established already that we've got to process our
21 order through the LSC. Is that right?

22 A. Yes.

1 Q. Okay. That we can't go directly into
2 EXACT. Right?

3 A. Correct.

4 Q. Okay. Now, I take it that since you're
5 suggesting that we use your existing front end
6 processes, that you're familiar with them. Is that
7 fair?

8 A. Yes.

9 Q. Okay. So am I right that we really have
10 -- before we get to the EXACT and ACIS stage, we've
11 really got two paths we can take? And I'm going to
12 try this out with you and see if this is right. We
13 could -- on path number 1 we'd have to submit an
14 EDI address validation request and then submit an
15 EDI loop qual request and then submit an EDI LSR
16 request. Does that sound right to you?

17 A. It does.

18 Q. Three separate steps?

19 A. Yes.

20 Q. Or, if we don't want to use the EDI
21 approach and we want to use the GUI approach, we
22 could submit an address validation request through

1 Verigate, then submit a loop qual via Verigate, and
2 then submit the order through LEX, L-E-X. Does
3 that sound right to you?

4 A. It does.

5 Q. That's not what you would call flow -
6 through, is it? Three steps before you even hit
7 the ordering system?

8 A. But you're not ordering. You're asking
9 for address validation and other -- you just got
10 through saying you didn't address validation
11 requests. You didn't ask -- you didn't order.

12 Q. Okay. Well, the question that you're
13 trying to answer here is Commissioner Squires'
14 question where you're quoting her as saying --
15 actually this is the Commission stating in the
16 order that Ameritech Illinois provides to itself a
17 level of integration and flow through for
18 pre-ordering and ordering and so forth, and you
19 don't agree with that. Didn't I just give you a
20 two or three-step prequalification choice the CLECs
21 have either through EDI or through Verigate?

22 A. You did.

1 Q. Well, on a pre-qual basis that's at
2 least two steps, right?

3 A. Yes.

4 Q. Okay. That's not flow through, is it?

5 A. I don't understand what your point is.
6 You're doing different inquiries into the system,
7 so you're getting back -- the information flows
8 through, and it comes back to you, so I would say
9 yes to that. If your point is that for some reason
10 the retail representatives are doing something
11 different and it's abridged or somehow is
12 shortened, I don't know that because I don't know
13 exactly what their service representatives do and
14 how they order. I don't know those systems.

15 Q. Okay. Well, how do you define flow
16 through as you answered this question?

17 A. Flow through means that it's not touched
18 by human hands.

19 Q. Okay. Well, you've got to touch it at
20 least once to enter something about the order,
21 right?

22 A. Once you hit the enter key, once the

1 CLEC service representative hits the enter key, it
2 flows through without intervention and comes back .

3 Q. Okay. And that's for ordering you're
4 talking about, right?

5 A. Pre-ordering, provisioning, billing,
6 maintenance, repair.

7 Q. Okay. Well, I just gave you and you
8 agreed with either an EDI-based or a Verigate-based
9 two-step process for pre-qual. Right?

10 A. I agreed with your assumption.

11 Q. I thought you agreed that we have to go
12 through the steps I gave you. Didn't you agree
13 with that?

14 A. If you want to do address validation,
15 yes, you can do address validation, which is a
16 separate step in the pre-qual process, yes.

17 Q. Wouldn't that be a good idea?

18 A. Absolutely.

19 Q. Okay. So if I have to go through at
20 least two steps in the pre-qual process, it's not
21 flow through under your definition, right?

22 A. It is because if -- because, as I said,

1 my definition of flow through is is that once you
2 hit the enter key, it flows through. The request
3 that you've made, address validation, flows through
4 and responds back to you without manual
5 intervention. That's flow through.

6 Q. Oh, I see. So if I had to go through,
7 if I understand you correctly, 20 sequential
8 information inquiries, each of which I started by
9 hitting the enter key and got the answer back, 20
10 steps, that would be flow through in your
11 definition.

12 A. Yes.

13 Q. Okay.

14 JUDGE WOODS: How much have we got left,
15 Mr. Bowen?

16 MR. BOWEN: Oh, I think about -- probably
17 about 20 minutes.

18 JUDGE WOODS: Let's go off the record.

19 (Whereupon at this point in
20 the proceedings an
21 off-the-record discussion
22 transpired.)

1 MR. BOWEN:

2 Q. Now, Mr. Mitchell, page 6 of your
3 rebuttal testimony, please. Do you have that?

4 A. Yes.

5 Q. When you say at the bottom that gateways
6 act as a sort of buffer, do you have in mind there
7 your previous testimony just now that inquiries
8 that aren't validly formed won't be passed through
9 to the back office systems?

10 A. I'm trying to locate where you're
11 referring to. Can you give me a line?

12 Q. Lines 22 and 23.

13 A. Yes. I don't use the word buffer, but I
14 understand your point.

15 Q. Lines 23 you say "act as a sort of
16 buffer".

17 A. Oh, okay. I have a different printout
18 than you do.

19 Q. Okay.

20 A. I apologize.

21 Q. The sentence is "Gateways act as a sort
22 of buffer..."

1 A. I see that. That's on lines 2 and 3 of
2 my testimony.

3 Q. Okay. But by that do you mean what I
4 said? That is, that they don't allow improperly
5 formed queries to be passed through to the back
6 office systems?

7 A. That's one definition of it, yes.

8 Q. Okay. Well, you aren't asserting that
9 they do any sort of queuing function for inquiries,
10 are you?

11 A. No.

12 Q. Okay. And on the next page, again, I'm
13 using my line numbers so you probably ought to add
14 a couple of lines to yours, you talk about being
15 logged on to the back office systems for eight
16 hours or more a day. Do you see that?

17 A. What's it on yours?

18 Q. This paragraph begins: "Using the OSS to
19 access --

20 A. Yes, I see it.

21 Q. Okay. Do you know whether or not
22 Ameritech Illinois employees are currently logged

1 on to back office systems for eight hours or more a
2 day?

3 A. I do not know.

4 Q. Okay. You're not aware of any current
5 problems, are you, with day-long log-ons for these
6 systems?

7 A. I'm not aware of any.

8 Q. Okay. If there were such a problem that
9 you're positing here, wouldn't one solution be to
10 have the system log people off after a certain
11 amount of time with no keystroke activity?

12 A. I'm not a technical person. I really
13 feel uncomfortable answering that question.

14 Q. Do you think Mr. Waken could answer that
15 question?

16 A. I think he might be able to, yes.

17 Q. All right.

18 MR. BOWEN: Your Honor, we're going to pass
19 around and ask you to mark as Rhythms Rehearing
20 Mitchell Cross Exhibit Number 4 a one-page letter
21 from Willena, W-I-L-L-E-N-A, D. Slocum,
22 S-L-O-C-U-M, to Rhythms dated June 1, 2001.

1 (Whereupon Rhythms
2 Rehearing Mitchell Cross
3 Exhibit 4 was marked for
4 identification.)
5 Q. Do you have that, Mr. Mitchell?
6 A. Yes, I do.
7 Q. Now, are you aware of these letters
8 going out to carriers?
9 A. No, I'm not.
10 Q. Okay. I'll represent to you then that
11 multiple carriers have gotten this letter. In
12 fact, Rhythms has gotten one for each SBC state.
13 This says that Rhythms' customer records contained
14 in OSS may be accessed by other CLECs. Do you see
15 that?
16 A. Yes.
17 Q. Okay. Again, this is the first little
18 test of your definition of OSS. This says Rhythms
19 -- this is from SBC, right?
20 A. Yes, it is.
21 Q. It says Rhythms' customer records
22 contained in OSS. It sounds like a database to me.

1 Doesn't it to you?

2 A. Yes, it does.

3 Q. Okay. You don't have any Rhythms'
4 customer records sitting in Verigate, do you?

5 A. No, we do not.

6 Q. Or EDI?

7 A. No.

8 Q. Or CORBA?

9 A. No.

10 Q. Or DataGate?

11 A. Do not.

12 Q. Well, Ms. Slocum appears to believe that
13 OSS includes databases. Isn't that a fair
14 conclusion to draw here?

15 A. I think Ms. Slocum has broadened the
16 definition of OSS and misinterprets it.

17 Q. Ah. Okay. And isn't this notice saying
18 that other CLECs and SBC retail personnel may, in
19 fact, have accessed Rhythms' information?

20 A. It does say that.

21 Q. Do you know what information may have
22 been accessed?

1 A. I have no idea.

2 Q. Okay. In the last sentence it says:

3 "Similar concerns may also exist regarding similar
4 access by your employees", meaning Rhythms'
5 employees, "to the other customer records of other
6 CLECs and the ILEC." Do you see that?

7 A. I do.

8 Q. Now what modifications are you aware of
9 in the front end systems or the back end systems
10 that would give rise to this letter?

11 A. I don't know what's the genesis of this.

12 MR. BOWEN: Okay. I need to go on the closed
13 record for a brief discussion, Your Honor.

14 JUDGE WOODS: Okay.

15 MR. BOWEN: I'm finished with the open record.

16 JUDGE WOODS: At this time I'd instruct the
17 Court Reporter to close the public portion of the
18 transcript and to begin in camera proceedings.

19 (Whereupon at this point

20 the parties agreed the

21 proceedings would be

22 considered proprietary and

1 are contained in the
2 separate in camera
3 transcript.)
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1 CONTINUATION OF PROCEEDINGS

2 EXAMINER WOODS: Ms. Feinberg.

3 MS. FRANCO-FEINBERG: Thank you.

4 CROSS EXAMINATION

5 BY MS. FRANCO-FEINBERG:

6 Q. Mr. Mitchell, looking at page 12 of your
7 direct testimony, you discussed with Mr. Bowen
8 concerns that you have regarding system failure
9 that could occur by increasing the number of
10 inquiries to back end systems such as LFACS. Is
11 that correct?

12 A. Yes.

13 Q. Okay. And if I understand correctly,
14 your testimony is premised on the fact that today
15 when a CLEC makes a loop -- make up a loop
16 qualification inquiry, it's a one-to-one
17 correlation meaning one request, one inquiry to
18 LFACS. Is that correct?

19 A. Yes.

20 Q. Okay. Isn't it correct that Ameritech
21 will be shortly deploying an OSS enhancement
22 scheduled for August 2001 that will increase the

1 number of inquiries to LFACS resulting -- as a
2 result of a CLEC loop qualification request?

3 A. I know there's an upgrade coming. I'm
4 not sure of the date and I'm not sure of all the
5 functionalities yet.

6 Q. Okay. Mr. Mitchell, you were a witness
7 on Ameritech Illinois' behalf in Docket 00-0592.
8 Is that correct?

9 A. Yes.

10 Q. Okay. And one of Ameritech's central
11 points in that case or issues that were discussed
12 was CR69A and its capability and how it functioned.
13 Is that correct?

14 A. Yes.

15 Q. And you were present during that
16 hearing, were you not?

17 A. Through most of it.

18 Q. Okay. Mr. Mitchell, are you aware that
19 as a result of CR69A Ameritech's inquiries -- or
20 the inquiries to LFACS will increase by several
21 thousand a day?

22 A. You know, that's kind of a fog. It was

1 awhile ago. I don't remember that discussion.

2 Q. Does that sound accurate to you?

3 A. It sounds familiar to me.

4 Q. Okay. And let's assume -- do you recall
5 how many thousand the increase will be?

6 A. No, I don't.

7 Q. Is it less than 5,000? More than 5,000
8 inquiries per day?

9 A. I couldn't tell you from one to a
10 million. I don't know.

11 Q. Okay. Does 2,000 a day sound like a
12 conservative estimate to you?

13 A. I don't know.

14 Q. Can you -- well, you do remember that
15 it's several thousand. Isn't that what you
16 testified?

17 A. Yes.

18 Q. Okay. So let's assume a conservative
19 estimate would be 2,000, if you know several
20 thousand.

21 A. Okay.

22 Q. Can you assume that?

1 A. I can assume that.

2 Q. If, in fact, LFACS now had 2,000
3 additional inquiries per day per business day,
4 let's assume 20 business days, can we assume that
5 in a month?

6 A. Okay.

7 Q. Doesn't that result in 40,000 additional
8 inquiries to LFACS in a month?

9 A. Yes.

10 Q. Okay. And presumably Ameritech is aware
11 that those 40,000 inquiries in a month will not
12 cause its LFACS system to collapse. Isn't that
13 safe to say?

14 A. Yes.

15 Q. Okay. Otherwise you wouldn't deploy
16 that enhancement that would result in 40,000
17 inquiries.

18 A. Right.

19 Q. Okay. And let's assume now CR69A works
20 by receiving a CLEC loop makeup request. Right?

21 A. That's my understanding.

22 Q. Okay. And then it keeps querying LFACS

1 repeatedly until it finds what it deems to be the
2 optimal loop. Correct?

3 A. That's correct.

4 Q. So depending on when and if it finds
5 that optimal loop, it could be more than 2,000
6 inquiries a day increase. Isn't that fair?

7 A. That's conceivable, sure.

8 Q. So let's assume that, in fact, it's
9 instead 4,000 inquiries a day that it increases by.
10 Can we assume that?

11 A. That's the assumption, yes.

12 Q. Okay. Wouldn't that, in fact, result
13 then, assuming just 20 business days a month, in
14 80,000 additional inquiries to LFACS?

15 A. Yes.

16 Q. And presumably Ameritech doesn't believe
17 that that number of inquiries as a result of CR69A
18 will cause LFACS to completely fail or collapse.
19 Is that fair?

20 A. Because, first of all, it is not direct
21 access. It's being accessed through the OSS
22 interface.

1 Q. Mr. Mitchell, I just asked about
2 inquiries. It is true that CR69A will make an
3 inquiry into LFACS. Is that correct?

4 A. Yes.

5 Q. Okay. And if, in fact, there was an
6 increase of 4,000 increased LFACS on a daily basis,
7 that would result in 80,000 additional inquiries to
8 LFACS in a given month. Is that correct?

9 A. Yes.

10 Q. And that, in Ameritech's opinion, will
11 not result in the collapse or complete failure of
12 LFACS. Is that correct?

13 A. Are you asking me to make an assumption?
14 Assuming that that is correct and assuming our
15 engineers enhanced the database to accept that,
16 then it will be fine.

17 Q. Okay. Now that there's going to be
18 multiple inquiries into LFACS in response to each
19 CLEC loop makeup request, are you aware of any cap
20 that your engineers have placed on the number of
21 additional inquiries per day that LFACS can sustain
22 or handle?

1 A. I'm not aware of that.

2 Q. Okay. Are you aware that Ameritech's
3 documents or Ameritech's testimony in Docket
4 00-0592 indicated that LFACS has the capability to
5 handle more than 80,000 additional inquiries
6 without any adverse impact of its capacity?

7 A. I have not read that. I don't know.

8 Q. Do you recall that from your attendance
9 at the hearing?

10 A. I don't.

11 Q. Okay. So that doesn't sound right to
12 you? If there's a document that says that, you
13 would not find that to be accurate then?

14 A. No, what I'm saying is I don't recall
15 the testimony. I'm not saying it's not true or
16 not. I just don't recall the testimony.

17 Q. Okay. Did you then inquire as to
18 whether there were any documents that would
19 indicate whether 80,000 additional inquiries could
20 be handled in the existing LFACS capacity?

21 A. Under what premise would I be making
22 that inquiry?

1 Q. Well, I see you're pretty confident, at
2 least I read this on page 13, that even a few
3 inquiries and certainly 80,000 inquiries could
4 cause LFACS to fail. That's what I read on page
5 13. So I'm asking did you ask if there were any
6 Ameritech documents analyzing the impact of 80,000
7 inquiries on LFACS in a given month?

8 A. Okay. My testimony speaks to direct
9 access, not access to the OSS; huge difference.

10 Q. Okay. In either event, whether a CLEC
11 makes an inquiry or Ameritech makes an inquiry,
12 LFACS must be queried. Isn't that correct?

13 A. Yes.

14 Q. Okay. So in either event, somebody,
15 whether it's a CLEC or Ameritech, is sending a
16 query to LFACS. Is that correct?

17 A. Yes.

18 Q. Okay. So when you talk about 80,000
19 inquiries, that's the same number and has the same
20 theoretical impact on LFACS whether a CLEC makes
21 the inquiry or an ILEC makes inquiry. Isn't that
22 correct?

1 A. No, it's not correct because we're not
2 talking about direct access. We're talking about
3 OSS access; huge difference.

4 Q. Does your LFACS system know who is
5 submitting the request? I mean doesn't it just
6 receive the query and give it an answer back?

7 A. That's right.

8 Q. Okay. So LFACS has no idea who is
9 sending it the query. It's just responding to a
10 query. Isn't that correct?

11 A. It's responding to a query from an
12 interface, whether the interface is the retail
13 operations interface or a CLEC's interface. It's
14 not directly accessing the database directly.

15 Q. Okay. The answer to my question I
16 believe is yes, it is just responding to an
17 inquiry. Is that correct?

18 A. I'm not going to answer that.

19 MS. GIBNEY: I'm going to object. She's
20 answering the question for the witness.

21 JUDGE WOODS: I don't think it's appropriate
22 for you to testify. The transcript, whatever it

1 looks like, is going to be what it is, so.

2 MS. FRANCO-FEINBERG: Okay.

3 JUDGE WOODS: So we'll deal with it.

4 MS. FRANCO-FEINBERG: Covad has no further
5 questions at this time. Thank you.

6 JUDGE WOODS: Okay. Let's take a break, and
7 we'll do redirect with a new volunteer down here in
8 front.

9 (Whereupon a short recess
10 was taken.)

11 JUDGE WOODS: Okay. Back on the record for
12 redirect.

13 Ms. Gibney.

14 MS. GIBNEY: Thank you.

15 REDIRECT EXAMINATION

16 BY MS. GIBNEY:

17 Q. Mr. Mitchell, I want you to assume for a
18 minute that Mr. Bowen's definition of OSS is
19 accurate and consistent with the FCC's definition
20 of OSS.

21 A. Okay.

22 Q. Isn't there still an issue as to whether

1 CLECs -- as to how CLECs obtain access to that OSS?

2 A. Yes.

3 Q. And to your knowledge has the FCC ever
4 ordered that CLECs should be given direct access to
5 those systems?

6 A. No, they've not.

7 MS. GIBNEY: Okay. That's all we have.

8 JUDGE WOODS: Okay.

9 MR. BOWEN: Nothing further.

10 JUDGE WOODS: All right. Thank you, sir.

11 MR. BOWEN: Your Honor, could I move exhibits?

12 JUDGE WOODS: Yes.

13 MR. BOWEN: We'd move admission of Rhythms
14 Rehearing Mitchell Cross Exhibits 1, 3, 4, and 5P
15 at this time, leaving out the very important but
16 cryptic OAD.

17 JUDGE WOODS: The documents will be admitted
18 without objection.

19 (Whereup on Rhythms
20 Rehearing Mitchell Cross
21 Exhibits 1, 3, 4, and 5P
22 were received into

1 evidence.)

2 JUDGE WOODS: In addition, with the
3 replacement, the Hamilton Replacement 2 has
4 actually been marked in that manner, and both of
5 those copies are going to stay in the record, and
6 we'll be showing it on today's transcript as
7 Rhythms Rehearing Hamilton Cross 2P(Replacement).

8 And we'll do lunch.

9 (Whereupon lunch recess was
10 taken until 2:00 P.M.)

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1 A F T E R N O O N S E S S I O N

2 (Whereupon the proceedings were
3 hereinafter stenographically
4 reported by Carla Boehl.)
5 (Whereupon Sprint Rehearing
6 Exhibit 4 was marked for
7 purposes of identification as
8 of this date.)

9 JUDGE WOODS: Back on the record.

10 MR. SCHIFMAN: Your Honor, I call Dr. Brian
11 Staihr to the stand on behalf of Sprint
12 Communications, L.P. I understand Ameritech is going
13 to stipulate to the admissibility of Mr. Staihr's
14 testimony. We have identified it for the record as
15 Sprint Exhibit Number 4.0 consisting of 28 pages of
16 questions and answers.

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1 DR. BRIAN K. STAIHR
2 called as a Witness on behalf of Sprint
3 Communications, L.P., having been first duly sworn,
4 was examined and testified as follows:

5 DIRECT EXAMINATION

6 BY MR. SCHIFMAN:

7 Q. I will just ask Dr. Staihr to identify
8 himself and his business address for the record.

9 A. My name is Brian K. Staihr, S-T-A-I-H-R.
10 My business address is 6360 Sprint Parkway, Overland
11 Park, Kansas 66251.

12 Q. Dr. Staihr, do you intend to offer the
13 testimony Sprint Exhibit Number 4.0, 28 pages of
14 questions and answers, here today?

15 A. Yes, I do.

16 MR. SCHIFMAN: With that we move into the
17 record Sprint Exhibit 4.0, the direct testimony on
18 rehearing of Dr. Brian K. Staihr, and present Dr.
19 Staihr for cross examination.

20 JUDGE WOODS: Document is admitted by
21 stipulation.

22 (Whereupon Sprint Exhibit 4.0

1 was admitted into evidence.)

2 The witness is available for cross.

3 CROSS EXAMINATION

4 BY MR. LIVINGSTON:

5 Q. Good afternoon, Dr. Staihr.

6 A. Good afternoon, Mr. Livingston.

7 Q. Directing your attention to page 1 of
8 your testimony, in what year did you get your BA?

9 A. My BA?

10 Q. Yeah.

11 A. '90.

12 Q. And your Ph.D. from Washington University
13 in St. Louis?

14 A. I defended my dissertation in '95.

15 Q. And your dissertation topic was?

16 A. My dissertation was an agency theory
17 paper on intrafirm organizational objective alignment
18 using a linear programming technique called data and
19 programming analysis.

20 Q. And you have been part of Sprint's
21 Regulatory Policy Group since '96?

22 A. Yes, sir.

1 Q. And do you have a title in that group?

2 A. Senior Regulatory Economist.

3 Q. Has that been true since '96?

4 A. I was first Regulatory Economist.

5 Q. In that role do you read FCC orders and
6 regulations on a regular basis?

7 A. Yes, I do.

8 Q. And so you are familiar with, for
9 instance, the UNE Remand Order?

10 A. I am familiar with it. Can't quote it to
11 you, but I am familiar with it.

12 Q. And you are familiar with the regulations
13 that accompany that Order?

14 A. Yes, I am.

15 Q. And you know, for instance, that the FCC
16 specifically excluded from the definition of a loop
17 electronics used to provision advanced services?

18 A. I know that the FCC did do that, knowing,
19 of course, that the FCC is aware that the state could
20 do whatever they wanted in terms of adding things to
21 what ends up being unbundled or not. But, yes, I am
22 aware that they excluded the DSLAM.

1 Q. In fact, they excluded generically
2 electronics used to provision advanced service,
3 correct?

4 A. Yes.

5 Q. And they specifically named DSLAM in that
6 parenthetical?

7 A. They used that as an example. I think
8 they said such as the DSLAM.

9 Q. Direct your attention to page 2. There
10 is a reference on line 20 to an OECD. Do you see
11 that?

12 A. Yes.

13 Q. What is that?

14 A. Organization for Economy Cooperation and
15 Development. It's a multi-national organization
16 headquartered in Paris.

17 Q. And you assisted the OECD in an
18 investigation regarding the economic effects of
19 advanced telecommunications service deployment?

20 A. Yes. Basically, we looked at, if you put
21 broadband in a rural area, does it help draw new
22 businesses, whether it's in Ireland or whether it's in

1 Illinois.

2 Q. So you looked specifically at broadband
3 in rural areas?

4 A. That was part of it. That was not the
5 entirety of the study.

6 Q. Did you look at broadband in any other
7 context?

8 A. I personally did not. The study did, but
9 that wasn't what I was involved in.

10 Q. You were involved in the broadband in
11 rural areas?

12 A. Yes, sir.

13 Q. What did your investigation in that area
14 consist of?

15 A. Basically, providing the people from the
16 OECD with information regarding what was required, how
17 broadband was regulated, basically the constraints
18 under which firms in this country have to operate when
19 they offer broadband services, what firms can, what
20 firms can't, that type of thing. Plus looking at
21 specific case studies in terms of where broadband had
22 been deployed what was the economic effect, you know,

1 individual places, Hays, Kansas, that type of thing.

2 Q. So you focused specifically on the United
3 States?

4 A. I did, yes.

5 Q. Was any report generated as a result of
6 this investigation?

7 A. It's my understanding it is still being
8 fine tuned. I have only worked with some people at
9 the OECD, but things take a long time there because
10 things come from a lot of different countries.

11 Q. Did you finished?

12 A. No, as far as I was going to say I know
13 it's not out yet.

14 Q. Did you generate a record related to your
15 specific investigation in the United States?

16 A. I generated notes that were passed on to
17 a man named Phillip Wade who is an employee of the
18 OECD.

19 Q. What technologies did you include in your
20 investigation? What technologies did you include
21 under the label Broadband?

22 A. Wirelined technologies, both

1 telephony-based such as DSL and cable-based, cable
2 modems, and wireless satellite. Basically, we didn't
3 look too much at MMDS, but primarily those three.

4 Q. Wireline DSL, cable modem, wireless, and
5 satellite, so you looked at four?

6 A. Yes.

7 Q. When you looked at wireless, did you look
8 at fixed wireless in particular?

9 A. To a lesser extent. We looked at
10 satellite more.

11 Q. Sprint currently has a fixed wireless
12 product?

13 A. It's my understanding that we do, yes.

14 Q. And you are actively marketing that in
15 parts of the country?

16 A. It is my understanding that, yes, we are.

17 Q. And you have some customers on line right
18 now?

19 A. I believe we do.

20 Q. And does that product compete with cable
21 modem in your view?

22 A. In certain areas where both of those

1 products are available, it is certainly possible, as
2 the FCC has indicated, that different services, and I
3 emphasize different there, do compete with each other
4 in what one might call a broadband market.

5 Q. And does fixed wireless compete with DSL?

6 A. It can.

7 Q. Does it?

8 A. Sometimes yes, sometimes no. That's what
9 it can -- that's what I meant when I said it can.

10 Q. What determines when it can and what
11 determines when it doesn't?

12 A. First off, obviously, where it is
13 deployed geographically.

14 Q. If they are both in the same area?

15 A. Uh-huh, then it's going to come down to
16 what the customer perceives as the good or service
17 that the customer is interested in. If a customer is
18 determined that what the customer wants is wirelined
19 high speed data, then in that sense, no, MMDS does not
20 compete with wireline data for that customer.

21 Q. If the customer is interested in high
22 speed internet access, doesn't care how he gets it, he

1 wants high speed internet access, are they competitive
2 under those circumstances?

3 A. If you have made the assumption that the
4 customer is completely indifferent between the
5 services, the customer perceives no difference, okay,
6 then it's possible that the two would compete with
7 each other.

8 Q. Just to step back and not meaning to
9 mischaracterizes your testimony, but in broad strokes
10 is it fair to say that one of the main things you
11 address in your prefiled testimony in this case is the
12 subject of whether the Illinois consumers would be
13 better off if Project Pronto is unbundled?

14 A. I have to re-characterize your
15 characterization. My testimony addresses the
16 purported customer benefits that are raised by Dr.
17 Aron, Dr. Crandall and Dr. Levin. Is that how you say
18 his name, Levin?

19 Q. Sounds good.

20 A. In their testimonies. The essence of the
21 testimonies of Dr. Crandall and Dr. Levin is that
22 customers would benefit if one type of competition,

1 UNE-based, is set aside or precluded in order for a
2 facilities-based competition to flourish, which is in
3 direct contradiction to the FCC's position on that
4 same topic.

5 Q. Well, whether you address it specifically
6 in your testimony or not, do you believe that Illinois
7 consumers would be better off if Project Pronto is
8 unbundled?

9 A. I believe Illinois consumers would have
10 more choices of different services. And to the extent
11 that Illinois consumers receive benefit from variety,
12 then I believe, yes, they would.

13 Q. What do you understand unbundling Project
14 Pronto to mean?

15 A. Allowing competitive carriers to
16 virtually, in our case virtually, collocate line
17 cards, and there is some discussion in terms of the
18 use and access of the fiber going back from the remote
19 terminal to the central office to the OCD. And I am
20 not an engineer, but basically it has to do with the
21 fact that we would like certain capabilities and
22 certain line cards that could be collocated in the

1 remote terminal.

2 Q. To your understanding how does the
3 unbundling that you are talking about differ from the
4 broadband service?

5 A. From what I understand, and my
6 understanding comes from reading the testimonies of
7 Dr. Aron, etc., the broadband service that is being
8 offered is essentially a reselling at a TELRIC-based
9 rate of what Ameritech has to offer in terms of
10 broadband. It doesn't include the package of services
11 that Sprint ION includes which I do talk about in my
12 testimony, and they are essentially different
13 services. And I understand that the service we seek
14 to offer, ION, which is a different service, cannot be
15 offered using your broadband offering, the
16 wholesale/resale approach.

17 Q. Okay. You mentioned -- let's skip ahead
18 and talk about ION. That stands for Integrated Online
19 Network, is that correct?

20 A. No, sir. On Demand Network.

21 Q. On Demand Network?

22 A. Yes.

1 Q. And that's a Sprint-coined phrase,
2 correct?

3 A. I think it is. I am not in marketing,
4 but I think it is.

5 Q. Are you aware that Sprint claims that it
6 needs a VBR quality of service in order to provide
7 ION?

8 A. I understand what Mr. Burt has put in his
9 testimony, and he is a much better person to answer
10 questions as to our specific requirements. But, yes,
11 I do understand that that's one of the things we need.

12 Q. Were you here all last week?

13 A. No, only part of it.

14 Q. Do you understand that the Litespan
15 system does not support VBR?

16 A. I understand that there is some
17 discussion as to whether the forthcoming version will
18 or will not, and whether Alcatel, who I believe are
19 the Litespan folks, will meet their customers'
20 expectations and needs in terms of what is possible in
21 their upcoming versions of line cards. And I
22 understand that that -- my understanding is that's not

1 completely resolved yet in terms of the forthcoming
2 editions, if you want to say editions.

3 Q. Were you here when Dr. Ransom testified?

4 A. No, sir, only for about the last half
5 hour of it.

6 Q. Did you hear what he had to say about his
7 plans regarding VBR?

8 A. No, I don't think I did.

9 Q. Assume with me that Alcatel has no plans
10 to modify Litespan in any coming release so that it
11 supports VBR. If Sprint can't provide VBR quality of
12 service using Project Pronto, how would unbundling
13 Project Pronto help Sprint?

14 A. Again, let me make a disclaimer first and
15 then Mr. Burt may be the better person to answer your
16 question. But I do understand that we can make use of
17 a constant bit rate if it is not limited to a certain
18 level that I believe it was limited to when this
19 situation arose in Kansas. Now, I will stop there
20 because Mr. Burt is really a better person to answer
21 your question on that.

22 Q. Okay. I take it you don't feel

1 comfortable opining on whether you could use CBR or
2 not?

3 A. I would really prefer not to opine on
4 that.

5 Q. I would like you to consider two
6 scenarios for comparison purposes, okay. Scenario
7 number one, assume with me that Project Pronto is
8 deployed as planned and that the broadband service is
9 what is provided. It's provided at TELRIC rates
10 through at least October of 2004. That's scenario
11 number one. Scenario number two is Project Pronto
12 isn't deployed in Illinois at all. Those are the two
13 scenarios. Can you assume those with me?

14 A. I can assume anything.

15 Q. Under which scenario in your view are
16 Illinois consumers better off?

17 A. Well, given the two assumptions you have
18 set before me, obviously, consumers in Illinois are
19 better with something as opposed to nothing. All
20 right. It's my understanding that the non-deployment
21 of Project Pronto is not really an option, being an
22 order that the governor of this state signed requiring

1 it. Now, that's the sum total of my knowledge on
2 that. But in your situation that you have described
3 to me, something/nothing, obviously, something is
4 better.

5 Q. Project Pronto under the broadband
6 service/no Project Pronto at all, you would take
7 Project Pronto with the broadband service if those
8 were the two choices?

9 A. Well, it would be more choices than a
10 consumer had without. So that would be more
11 beneficial, sure.

12 Q. I take it from your testimony that you
13 believe product diversity is a good thing?

14 A. I believe product diversity is the A
15 number one reason that facilities-based competition
16 has been pushed so hard by the FCC. It's not that
17 it's just so great to have duplicate facilities. It's
18 great because the duplicate facilities can offer
19 diverse products like ours.

20 Q. Would you agree that, if Project Pronto
21 isn't deployed at all, there will be less product
22 diversity in the broadband market in Illinois?

1 A. Well, I don't know that I could
2 completely agree with that if the market and the
3 demand is such that other forms, other versions, of
4 the product could be deployed that would meet
5 customers' needs. In general, if you are talking
6 about a situation where you have X number of choices
7 plus Project Pronto broadband or X number of choices
8 without it, obviously, there is greater diversity if
9 you have it.

10 Q. Is it fair to say that Ameritech Illinois
11 will incur some additional costs -- we can debate what
12 those are -- but some additional costs in order to
13 provide Project Pronto on an unbundled basis?

14 A. It's fair to say that if they do, they
15 will be compensated for those costs simply by setting
16 the TELRIC-based rates appropriately.

17 Q. Well, are you agreeing with me that there
18 will be some additional costs? And then we will talk
19 about how we recover.

20 A. I think -- I don't know Ameritech's
21 business cases, obviously. But I think it would be
22 fair or safe to say there would be some, sure.

1 Q. Some additional costs?

2 A. Involved in unbundling?

3 Q. Yes.

4 A. There are additional costs involved in
5 unbundling the loop.

6 Q. So for unbundling this whole
7 architecture, it's fair to assume that there is going
8 to be some additional costs entailed, fair statement?

9 A. Well, additional as opposed to
10 incremental to what you expected when you built it?

11 Q. Incremental to what we would incur if we
12 just deployed it as planned and offered the broadband
13 service.

14 A. It would surely save you money if you got
15 what you were looking for.

16 Q. Okay. Now, you talked about TELRIC,
17 right?

18 A. Yes.

19 Q. Now, am I correct that higher investment
20 costs mean higher TELRIC rates?

21 A. Higher investment costs, you mean if I
22 have --

1 Q. If this architecture as a result of
2 unbundling costs more, that's going to lead to higher
3 TELRIC rates?

4 A. You are holding constant about a million
5 things. But holding constant about a million things,
6 yes.

7 Q. And would you agree that in a competitive
8 market higher TELRIC rates would mean higher DSL
9 prices for consumers?

10 A. In a competitive market if the prices
11 were higher, they would directly reflect the
12 additional benefit that accrues to consumers when they
13 purchase that good. So they wouldn't necessarily be
14 inefficient or a problem from a pure economic point of
15 view.

16 Q. But the prices would be higher?

17 A. Than --

18 Q. Than they would be in the absence of
19 these additional costs?

20 A. It's possible.

21 Q. Are you aware that SBC designed Project
22 Pronto to serve the mass market?

1 A. I have heard that, sitting in this room,
2 and I am happy to accept that.

3 Q. Would you agree that medium-sized and
4 large business customers aren't part of the mass
5 market?

6 A. Well, no, but if you would like to define
7 the mass market as a res and small business, we can do
8 that.

9 Q. Let's define it as residential and small
10 business.

11 A. Yes.

12 Q. And it's your understanding that's how
13 SBC defines it when they talk about the mass market in
14 Project Pronto, right?

15 A. Now it is.

16 Q. So if the mass market is retail and small
17 business, then by definition medium-size and small
18 business customers aren't part of it?

19 A. If you define it that way, sure.

20 Q. What do you teach by the way?

21 A. This summer I am not. This fall I will
22 be teaching international econ. Last spring I taught

1 aggregate income analysis.

2 Q. Could you flip up to -- you will be glad
3 of my progress -- page 16?

4 A. Yes, sir.

5 Q. I would like to direct your attention to
6 your testimony at lines 8 through 10.

7 A. Yes, sir.

8 Q. And specifically the last sentence in
9 that paragraph where you quote from Dr. Aron?

10 A. Uh-huh.

11 Q. The sentence reads, "She states,
12 'Illinois consumers of broadband services would
13 certainly benefit from the availability of an
14 alternative to cable modem service.' " Did I read
15 that correctly?

16 A. Yes, sir, that's what I have.

17 Q. Do you agree with Dr. Aron on that point?

18 A. I agree that they could certainly
19 benefit. I don't know that I would agree with her
20 choice of the word "would" because I think there are
21 situations where they might not.

22 Q. I would like to direct your attention to

1 the next page.

2 A. Yes, sir.

3 Q. I am interested in the testimony that
4 appears at lines 21 through 22, specifically the
5 statement that some consumers may prefer Sprint ION
6 while others prefer cable modems?

7 A. Yes, sir.

8 Q. You are talking about two competing
9 technologies in the broadband market?

10 A. I am talking about two separate and
11 distinct services that potentially can compete in the
12 broadband market.

13 Q. Are you aware that Sprint announced its
14 ION, what do you call it, market initiative or plan,
15 service, whatever, that Sprint announced ION in about
16 June of 1998?

17 A. Yes, I believe that time frame sounds
18 about right. They had a big to-do in New York City.

19 Q. And are you aware the Project Pronto was
20 announced more than a year later in the fall of 1999?

21 A. Yes, sir, I do understand that's the
22 date.

1 Q. At the time it was announced, how were
2 you going to deploy it?

3 A. At the time it was announced, we had a
4 lot of different assumptions than we have in our
5 business case now with regard to the things like the
6 cost of collocating, both in a central office and in a
7 remote; the level of consumer demand, given the state
8 of the economy now versus the state of the economy
9 then. Basically, a lot of things changed since then,
10 not only with regard to the regulatory arena. When we
11 announced it -- and I am not part of the strategic
12 plan -- but it is my understanding we had certain
13 assumptions built into the business case that made it
14 a go versus a no go. And in the time that's passed
15 since then, we realized some of those assumptions we
16 were off.

17 Q. Can you identify any of those assumptions
18 on which you were off?

19 A. Cost of collocating is one. And, again,
20 I am not part of the actual original business case
21 people, but I do know that.

22 Q. It's higher than you assumed it was going

1 to be?

2 A. It has ended up being higher than we
3 assumed.

4 Q. Any other assumptions on which Sprint was
5 off line?

6 A. Customer demand in terms of for any
7 advanced service.

8 Q. Not as much as you thought?

9 A. In certain areas, given region specific
10 economics, that's the case.

11 Q. What did you conclude in your
12 investigation concerning benefits to rural areas of
13 broadband service, in broad strokes?

14 A. I could go on.

15 Q. I thought of that when I asked the
16 question.

17 A. I know. In a nutshell what broadband
18 does is level the playing field. It doesn't make up
19 for the fact that there isn't a Starbucks on every
20 corner in Springfield, okay. But what it does is it
21 gives individuals and businesses one less reason to
22 not relocate or not locate a business in a rural area.

1 It has an equalizing effect. It doesn't necessarily
2 produce incremental economic advantages in and of
3 itself. Again, that's just my interpretation.

4 Q. Levels the playing field in terms of puts
5 the rural area in a better position than it otherwise
6 would be in competing for economic development?

7 A. In terms of attracting and retaining
8 residences and businesses, yes -- residents and
9 businesses, yes, which is one reason for why Sprint
10 would like to put ION as many places as they can in
11 this state which necessitates being able to
12 economically collocate at the remote where we would
13 like to.

14 Q. So Sprint would like to collocate at
15 remote terminals?

16 A. Sprint would be happy to virtually
17 collocate. That's the testimony of Mr. Burt, and I
18 should say if I say anything that mischaracterizes his
19 testimony, I hope you will jump in and correct that.

20 Q. When you say collocate it at the remote,
21 you are talking about this line card virtual
22 collocation that we have been talking about in this

1 proceeding or are you talking about putting a DSLAM
2 that you own in the remote?

3 A. No, that's definitely not what I am
4 talking about because that is the very assumption I am
5 saying has turned out to be a lot more expensive than
6 we thought, to the point of being economically
7 infeasible.

8 Q. So when you are talking about collocation
9 at the remote, you are talking about this arrangement
10 that's been referred to as virtual collocation of line
11 cards under which various CLECs basically share cards?

12 A. Well, the sharing of cards I understand
13 is a separate issue than just virtually collocating
14 because it would be possible to virtual collocate and
15 not share. So, again, that would be a Mr. Burt
16 question. But I do know that virtual collocation is
17 okay with us.

18 Q. Which are you advocating, virtual
19 collocation of line cards with or without sharing?

20 A. I am not advocating anything. Mr. Burt
21 may have something to say.

22 Q. To your knowledge has any CLEC requested

1 the collocated DSLAM at an Ameritech Illinois remote
2 terminal?

3 A. The only people I know that has actually
4 done it are Sprint and it was SBC. I don't know if
5 SBC and Ameritech are one thing these days.

6 Q. I am talking about Ameritech Illinois
7 within the state of Illinois. Are you aware of any
8 CLEC request to collocate a DSLAM at an Ameritech
9 Illinois remote terminal?

10 A. I am not aware. That's ignorance on my
11 part. That's not I am saying it didn't happen.

12 Q. Are you aware of any instance in which
13 Ameritech Illinois has declined or failed to permit a
14 CLEC to collocate a DSLAM at the RT, at the remote
15 terminal?

16 A. Physically collocate the DSLAM?

17 Q. Correct.

18 A. I am not aware of any. And given the
19 economic infeasibility, I am not sure they have had
20 many requests.

21 Q. You are not aware of any requests and you
22 are not aware of any instance in which Ameritech has

1 said no?

2 A. That's true.

3 Q. I would like to direct your attention to
4 the top of page 23. We are getting there.

5 A. We are?

6 Q. Have you found that, sir?

7 A. Yes, sir.

8 Q. Dr. Staihr, I think at the top of that
9 page you are quoting from paragraph 97 of the UNE
10 Remand Order?

11 A. Yes.

12 Q. Is that right? And the quote includes a
13 statement that says in substance that if a carrier
14 wants to provide local telephone service throughout
15 the state, it would be impractical, if not impossible,
16 for the carrier to replicate the incumbent's network?

17 A. Yes, they are using that as an example.

18 Q. So the FCC in this paragraph is talking
19 about, in this example, the impracticability, if not
20 the impossibility, of replicating the incumbent's
21 networks, correct?

22 A. In this example they are specifically

1 talking about the -- when they use the word
2 impractical, I am interpreting that as economic
3 impracticality. And their example in this paragraph
4 is replicating the ILEC's network. I simply took that
5 and the words and said that that same economic
6 impracticality applies to us collocating in all the
7 remote terminals we would like to provide service out
8 of in the state of Illinois. My intent was not to
9 suggest that collocating in remote is the same thing
10 as replicating the ILEC network.

11 Q. Okay. You jumped ahead of me. You would
12 agree it's not the same thing?

13 A. I would agree it's not the same. I would
14 agree, though, that they are both economically
15 infeasible, which is the issue here.

16 Q. Replicating the entire network entails a
17 lot more than collocating a DSLAM at a remote
18 terminal, would you agree?

19 A. You are going to have to define for me
20 "entails a lot more" simply because I know that there
21 are isolated geographic areas where entire ILEC
22 networks are replicated. So it can be done and I know

1 there are lots of places where collocating can't be
2 done.

3 Q. My only point is that there is a material
4 difference between replicating the network and
5 collocating a DSLAM at an RT, would you agree?

6 A. Yes.

7 Q. In fact, one of the reasons that you
8 collocate, whether it's in the central office or at an
9 RT, is to avoid having to replicate the network?

10 A. Yes, sir.

11 Q. Now, you say that collocation at the RT,
12 physical collocation of a DSLAM at the RT, is
13 economically infeasible?

14 A. I believe I say in certain areas it is
15 economically infeasible. And in total if we are
16 talking about a ubiquitous product offering, it is
17 economically infeasible. That doesn't mean it can't
18 be done in location A or location B.

19 Q. So there may be selected RTs at which
20 collocation of a DSLAM makes economic sense?

21 A. There may be locations where it's
22 economically feasible.

1 Q. Okay. If Project Pronto is unbundled as
2 the current order requires and the system won't
3 support VBR, and assume with me that you really do
4 need VBR to do ION, would you have to go ahead and
5 collocate at RTs if you wanted to provide the service?

6 A. Would you repeat the first part of your
7 question on the VBR? Because I am having a little
8 trouble because I don't think we can provide the
9 service unless, again as I punted this one to Mr.
10 Burt, we have CBR above a certain level. So when you
11 say would we go ahead and provide it, it wouldn't be
12 the same service.

13 Q. You misunderstood my question then.

14 A. I did.

15 Q. My fault. Assume with me that the
16 Project Pronto is unbundled as the current ICC order
17 requires.

18 A. Yes.

19 Q. And assume with me that the Litespan
20 equipment and foreseeable generations of the Litespan
21 equipment don't support VBR, and assume with me that
22 you really need VBR to do what you want to do. Under

1 those assumptions would Sprint have to go ahead and
2 collocate at selected RTs, that is collocate DSLAMs at
3 selected RTs, if it wanted to go ahead and provide the
4 service, ION, that is?

5 A. I believe we would have to. And it would
6 obviously impact the ubiquity overall geographic reach
7 of where we could offer the service.

8 Q. Do you agree that Project Pronto
9 represents a significant investment on the part of
10 SBC?

11 A. I agree that it represents, as discussed
12 in the testimony of Mr. Dunbar, a significant
13 investment in upgrading your outside plant, the
14 majority of which was involved in just moving to the
15 next generation of telephony services.

16 Q. Would you agree that a significant chunk
17 of that investment is dedicated to making DSL service
18 possible?

19 A. I would agree that a chunk is dedicated
20 to that. I don't know about the word "significant."

21 Q. Would you concede that a significant
22 amount of money has been dedicated to the Project

1 Pronto plan of providing DSL capability?

2 A. Yes, I would agree.

3 Q. And the part of the investment dedicated
4 to providing DSL capability, would you agree e that
5 that's investment in a new technology?

6 A. DSL is an advanced service. I don't know
7 if in 2001 we would call it a new technology. It's an
8 advanced service.

9 Q. It's an advanced service. And do you
10 agree that DSL faces competition from at least cable
11 modem?

12 A. I agree that the FCC admits that cable
13 modems and DSL compete with each other, and that they
14 found that that was a reason for you to invest even
15 more as opposed to not invest at all.

16 Q. So we have three things. We have a
17 significant amount of money dedicated to advanced
18 service in a market that the FCC has said is
19 competitive?

20 A. Yes.

21 Q. Those three things taken together, do
22 they constitute a risk?

1 A. They certainly constitute less of a risk
2 if Project Pronto does unbundle the service. See,
3 because if Project Pronto does unbundle the service
4 and you have CLECs using your investment, your assets,
5 in essence what you have got are two separate
6 marketing channels working to get you a return on your
7 investment.

8 Q. Okay. Let's look at it this way. Set
9 aside whether it's unbundled or not. As originally
10 conceived by SBC, SBC was taking a risk in undertaking
11 this project, would you agree?

12 A. Well, again, I am not sure I could
13 completely agree with you. I understand a significant
14 portion of the project was the standard upgrading of
15 the network with regard to what carriers do in moving
16 to a CSA design. And I am not an engineer; I don't
17 want to get into that. But in the testimony of Mr.
18 Dunbar he specifically talks about how this basically
19 represents the next logical step for a local telephone
20 company.

21 Q. Now let's focus on the DSL enabling part
22 of the investment. With respect to that aspect of the

1 investment, which obviously added to the cost of
2 Project Pronto, do you agree?

3 A. Yes, sir.

4 Q. Was SBC taking a risk in going forward as
5 it originally planned to do?

6 A. Certainly, there is some risk associated
7 whenever you undertake a new business plan so, yes,
8 there is some risk.

9 Q. Are you aware of how much Sprint has
10 invested in ION to date?

11 A. I am aware Mr. Burt has some numbers in
12 his testimony. I could look them up right here if you
13 want me to.

14 Q. Would you consider it to be a significant
15 amount?

16 A. For me personally? For me personally any
17 number that large is significant. For a multi-billion
18 dollar corporation, I really can't say.

19 Q. Does the number have the word "billion"
20 behind it?

21 A. I believe it does.

22 Q. Would Sprint have made that investment if

1 it had to let other companies determine how it would
2 be used?

3 A. It's very possible Sprint would look at
4 other companies using that investment and weigh the
5 costs and benefits. If there were benefits in term of
6 a higher likelihood of having some customer utilize
7 your investment, then it's very possible they would,
8 which is the situation here facing Ameritech with
9 Project Pronto.

10 Q. Is that true even if the customers, as
11 you have labeled them, were able to control how the
12 investment was used?

13 A. Assuming that the return that Sprint
14 would receive was a return that when you plug it into
15 a business case it gives you a positive EVA or NPV,
16 it's certainly possible. Now, again I am not in
17 strategic planning, but it's certainly possible.

18 Q. Now, I think you have stated earlier that
19 any significant investment in a new business
20 constitutes a risk?

21 A. Involves some risk. I would prefer to
22 use that term.

1 Q. Does turning over control of how that
2 investment is used add to that risk?

3 A. It could add to it or it could lessen it.
4 If what we are talking about is risk as defined by a
5 return other than the expected return, which is kind
6 of a statistical definition, but it works here.

7 Q. At the time it announced ION, did Sprint
8 hope to obtain a return greater than TELRIC would
9 enable it to obtain?

10 A. I am going to have to admit to a little
11 bit of confusion with regard to your question, because
12 the return that is put into -- built into TELRIC-based
13 rates, at least for Sprint, the return doesn't differ
14 between regulated and non-regulated services except
15 when it's required to. A forward-looking return, a
16 forward-looking return on capital, as the FCC
17 discusses in '96/'98, First Report and Order, is a
18 market-based return. So I am not sure that it differs
19 at all.

20 Q. If the best Sprint could do is TELRIC,
21 Sprint would go ahead and make the investment anyhow,
22 is that your testimony?

1 A. The best Sprint could do if it's
2 TELRIC -- in some cases TELRIC is 13 percent. Now, 13
3 percent is a pretty good return. As a matter of fact,
4 again, not being in strategic planning, it's a better
5 return than we can get on some of our non-reg
6 services. So the characterization of a TELRIC-based
7 return as some kind of low return is really
8 inaccurate. So my answer to your question is yes.

9 MR. LIVINGSTON: I have no further questions.

10 JUDGE WOODS: Anyone else?

11 MR. SCHIFMAN: Can I have a second with my
12 witness?

13 JUDGE WOODS: You may.

14 (Pause)

15 REDIRECT EXAMINATION

16 BY MR. SCHIFMAN:

17 Q. Dr. Staihr, you were speaking with
18 Ameritech's counsel regarding investment and risk and
19 a TELRIC rate of return. Has Sprint instituted an
20 investment in a wireless service within the last five
21 years?

22 A. Yes, sir.

1 Q. And what is that called?

2 A. Sprint PCS.

3 Q. And what kind return is Sprint
4 experiencing right now on that investment? And I will
5 ask two questions here, please comment on whether or
6 not a TELRIC return would be satisfactory at this time
7 for that business.

8 A. To my knowledge as of the second quarter
9 of this year Sprint had not earned a dollar on PCS. I
10 believe we lost less money than we thought we would
11 which is good, but now five years later we have not
12 earned any positive return. And a TELRIC return or
13 picking an FCC's return of 11.25 would be a very good
14 return for PCS to eventually work its way up to over
15 the course of, say, the next three, four years.

16 MR. SCHIFMAN: No further questions.

17 RECROSS EXAMINATION

18 BY MR. LIVINGSTON:

19 Q. What's the ultimate business plan for
20 PCS?

21 A. That I don't know.

22 Q. Doesn't Sprint expect to make a lot of

1 money on PCS over the long term?

2 A. I believe it does expect to make a nice
3 return, and for my lack of understanding of the
4 specifics of the business case, that could equate
5 right to a TELRIC return.

6 MR. LIVINGSTON: That's it.

7 JUDGE WOODS: Okay. Thank you, Dr. Staihr.

8 MR. SCHIFMAN: Your Honor, there is one
9 correction on Dr. Staihr's testimony that as I was
10 paging through it with Mr. Livingston we forgot to
11 make on the record.

12 JUDGE WOODS: Okay.

13 REDIRECT EXAMINATION

14 BY MR. SCHIFMAN:

15 Q. Dr. Staihr, I believe there is a
16 correction on page 24. Could you please state that
17 for the record?

18 A. Yes. On lines 13, 14 and 15 where the
19 question is, for some reason there is a blank. The
20 blank should be replaced with the words "harmed if."

21 MR. SCHIFMAN: No further questions.

22 JUDGE WOODS: Was that made on the copy

1 provided to the court reporter?

2 MR. SCHIFMAN: I will make sure it is.

3 JUDGE WOODS: If not, would you do it on
4 break? Okay, Mr. Staihr. Let's take til three
5 o'clock and get the next witness on.

6 (Witness excused.)

7 (Whereupon the hearing was in
8 a short recess.)

9 JUDGE WOODS: Back on the record.

10 MR. SCHIFMAN: Sprint calls James R. Burt to
11 the witness stand.

12 (Whereupon Sprint Rehearing
13 Exhibits 3.0 and 3.0P were
14 marked for purposes of
15 identification as of this
16 date.)

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1 JAMES R. BURT
2 called as a Witness on behalf of Sprint
3 Communications, L.P., having been first duly sworn,
4 was examined and testified as follows:

5 DIRECT EXAMINATION

6 BY MR. SCHIFMAN:

7 Q. Mr. Burt, identify yourself and business
8 address for the record, please.

9 A. My name is James R. Burt. I reside at
10 7301 College Boulevard, Overland Park, Kansas 66210.

11 Q. Mr. Burt, Ameritech also has indicated
12 here as well that they are going to stipulate to the
13 admissibility of an exhibit that's before you marked
14 3.0. There is a confidential version and a public
15 version of your testimony. Each has three
16 attachments, JRB-1 through JRB-3. Mr. Burt, do you
17 have any corrections or additions to make to these 3.0
18 and 3.0P?

19 A. Yes, I do.

20 Q. Would you please go through those?

21 A. On page 12, line 14, where it says "even
22 if proposed in Illinois," it really should say

1 "proposal."

2 Q. It's the other way around.

3 A. I am sorry, you are right. Thank you.

4 It says "proposal;" it should be "proposed."

5 Q. Okay.

6 A. On page 16, line 16, it says "facilities
7 has." It should read "facilities have."

8 Q. Also page 16, line 19, it says "rule
9 have;" it should say "rule has."

10 Then on page 33, lines 1 through 16
11 should be deleted. It's a duplicate question and
12 answer.

13 And then the last correction is on page
14 48, line 11, it says "CLECs most;" it should read
15 "CLECs must."

16 Q. Do you have any other corrections or
17 additions to Sprint Exhibit 3.0 and 3.0P?

18 A. No.

19 MR. SCHIFMAN: With the stipulation by
20 Ameritech that these exhibits should be admissible,
21 Sprint offers into evidence Exhibit 3.0 and 3.0P with
22 the accompanying attachments JRB-1 through JRB-3. The

1 attachments are all in the public record.

2 JUDGE WOODS: Documents are admitted per
3 stipulation.

4 (Whereupon Sprint Rehearing
5 Exhibits 3.0 and 3.0P were
6 admitted into evidence.)

7 MR. SCHIFMAN: And I offer Mr. Burt for cross
8 examination.

9 JUDGE WOODS: Witness is available for cross.

10 CROSS EXAMINATION

11 BY MR. BINNIG:

12 Q. Good afternoon, Mr. Burt.

13 A. Good afternoon.

14 Q. Why don't we turn to page -- I am going
15 to be working off the confidential version of your
16 testimony for line references. I don't think we are
17 going to be getting into any confidential material,
18 but if you could turn to page 3 of that testimony,
19 beginning on line 19 you have a sentence that says,
20 "While Sprint does not have any ILEC operations in
21 Illinois, it provides ILEC service in 18 states with
22 more than eight million access lines," do you see

1 that?

2 A. Yes.

3 Q. Until 1998 Sprint did have ILEC
4 operations in Illinois, isn't that true?

5 A. Yes, that's correct.

6 Q. It had incumbent local exchanges in and
7 around DesPlaines, Illinois, in the Chicago suburbs?

8 A. I know they were in the Chicago
9 metropolitan area some place. I don't know
10 specifically where.

11 Q. And it also had exchanges in downstate
12 Illinois, isn't that correct?

13 A. I believe that's correct.

14 Q. And it sold the downstate exchanges in
15 the 1997/1998 time frame to Gallatin River Telephone
16 Company, is that correct?

17 A. I know we sold the exchanges. I am not
18 sure who we sold them to.

19 Q. And it sold the DesPlaines, Illinois,
20 exchanges to Ameritech Illinois, is that correct?

21 A. I will take your word for that.

22 Q. Didn't Sprint record a gain on both of

1 those sales on its accounting books and records?

2 A. I am not aware of that.

3 Q. Do you think that would be a fair
4 assumption that they record a gain on the sale of
5 those exchanges?

6 A. I guess as a stockholder I hope so, but
7 again I am not aware if we did or not.

8 Q. Let's turn to page 4 of your testimony.
9 And beginning at lines 18 to 19 you start a discussion
10 of, I guess, a summary of your testimony where you say
11 you will explain why the broadband service offering
12 that Ameritech is suggesting as a substitute for
13 unbundling Project Pronto is not adequate, do you see
14 that?

15 A. Yes.

16 Q. And I think you go on to discuss why you
17 believe the broadband service is not adequate for
18 Sprint's own business plans relating to ION, is that
19 correct?

20 A. That is correct.

21 Q. Now, I want to talk about ION for a
22 second. We will try not to plow the same ground t hat

1 we just went over with Dr. Staihr, but he deferred a
2 number of questions to you so. I take it you agree
3 with Dr. Staihr that Sprint first announced it's ION
4 initiative in June of 1998?

5 A. It was around that time frame, yes.

6 Q. Why don't you move to page 7 of your
7 testimony. And at lines 6 through 9 you say Sprint's
8 products require a path that is capable of supporting
9 xDSL services with the option of using permanent
10 virtual circuits per customer -- excuse me, multiple
11 permanent circuits per customer and both variable bit
12 rate and unspecified bit rate qualities of service, do
13 you see that?

14 A. Yes.

15 Q. And I take it the products you are
16 referring to here are the ION products, is that
17 correct?

18 A. Yeah, maybe it's a benefit to explain a
19 little bit about what ION is. Sprint ION is really
20 two different types of services. One of the offerings
21 that we have, and we use the name Sprint ION, is
22 simply a high speed data offering. The other service

1 is an integrated high speed data voice and video
2 service offering. This requirement here specifically
3 relates to what is required for the high speed data
4 with voice services.

5 Q. So the latter combined services is what
6 you are referring to in these lines of testimony?

7 A. That's correct.

8 Q. Now, I don't believe you were here for
9 Mr. Ransom's testimony, is that correct?

10 A. I believe I was here for most of it, yes.

11 Q. Were you? So are you aware, Mr. Burt,
12 that the DSL facilities that Ameritech Illinois had
13 planned to deploy as part of Project Pronto,
14 principally the Alcatel Litespan NGDLC, does not
15 support a VBR quality of service class?

16 A. Yeah, I was actually here most of last
17 week, and I was a little bit confused because I
18 believed there was a statement earlier in the week,
19 prior to Dr. Ransom getting up, indicating that it was
20 being looked at. And I think Dr. Ransom when he
21 addressed it said that it was not in any of their
22 current plans and I think he was talking about Release

1 11 or whatever the numbers are. So I did hear him say
2 that. However, I also heard Dr. Ransom indicate that
3 Alcatel is a company that looks at what its customers
4 need. And in the situation here Sprint could be
5 viewed as a customer, so they may be willing to deploy
6 VBR, a real time, for Sprint as a customer or license
7 that capability to any other manufacturers.

8 Q. Let's talk about that for a second. Does
9 Sprint purchase products such as DSLAMs directly from
10 Alcatel?

11 A. I can't say definitely that we do. I
12 know we purchase equipment from Alcatel. I believe I
13 recall somebody saying that we do purchase some of
14 their NGDLC equipment. That would have to be subject
15 to check.

16 Q. Would that be the Sprint ILECs that would
17 have purchased those?

18 A. Yes.

19 Q. Do you know whether they have purchased
20 any Alcatel Litespan systems when you refer to NGDLCs?

21 A. Yeah, I believe that they have, yes.

22 Q. I want to talk a little bit about the DSL

1 technology that Sprint's ION technology currently
2 uses. Isn't it correct that the ION service currently
3 uses ADSL technology?

4 A. For the residential and small business
5 version of ION, yes, that's what we use.

6 Q. And isn't it correct, Mr. Burt, that ADSL
7 technology is the only DSL technology that can share
8 the same copper facilities with voice service?

9 A. Well, I am not an engineer. But that's
10 the only DSL technology that I am aware of talked
11 about in those -- in that context, yes.

12 Q. Have you heard of SDSL technology,
13 symmetric digital subscriber line?

14 A. I have heard of it, yes.

15 Q. Have you heard of HDSL technology which
16 is --

17 A. I have heard of it, yes.

18 Q. Isn't it correct that both of those
19 technologies occupy the entire frequency spectrum of a
20 copper facility?

21 A. I will take your word for that.

22 Q. Why don't we move to page 9 of your

1 testimony, Mr. Burt? And I think you have given me
2 this clarification, but I just want to be sure. At
3 lines 18 through 19 you refer to an integrated version
4 of Sprint ION, and I take it what you are referring to
5 there is the product that combines the voice data and
6 video and that would be contrasted to the
7 non-integrated version which is just the high speed
8 data service?

9 A. Yes.

10 Q. I would like to talk to you for a second
11 about Sprint's broadband direct service. You are
12 familiar with that service?

13 A. I am familiar. It depends on what
14 question that you ask me, but I am aware of it, yes.

15 MR. BINNIG: Let's mark this as Ameritech
16 Illinois Burt Rehearing Cross Exhibit 1.

17 (Whereupon Ameritech Illinois
18 Burt Rehearing Cross Exhibit
19 1 was marked for purposes of
20 identification as of this
21 date.)

22 Q. Mr. Burt, I have handed you what's been

1 marked for identification as Ameritech Illinois Burt
2 Rehearing Cross Examination Exhibit 1. Do you
3 recognize this as a printout of a page off of Sprint's
4 web site relating to broadband direct?

5 A. It looks like it is, yes.

6 Q. And at a very high level this just
7 describes the broadband direct service, is that fair?

8 A. Yeah.

9 Q. And in the right-hand corner, upper
10 right-hand corner, you will see a little box entitled
11 "How Sprint broadband direct works," do you see that?

12 A. Yes.

13 Q. And Sprint began offering this service in
14 the Chicago area earlier this year, is that correct?

15 A. I believe in March.

16 Q. And Sprint located its transmitter on top
17 of the Sears Tower, is that correct?

18 A. I believe so.

19 Q. And Sprint represents that if you have a,
20 I guess what's called a line of sight to that, that
21 the service transmits over a distance of what 40, 45
22 miles?

1 A. I believe we said 35 miles, but in that
2 neighborhood, yes.

3 Q. Well, I live in Naperville, and I have
4 got a lot of neighbors who have put the little pizza
5 boxes up on their roofs. That's about 35 miles away.
6 Is that about the upper limit that Sprint has
7 advertized?

8 A. I believe that is the distance, yes.

9 Q. Do you know how many broadband direct
10 customers have signed onto the service since it was
11 introduced in March?

12 A. No, I don't.

13 Q. Is the broadband direct service designed
14 to compete with cable modem service in the Chicago
15 area?

16 A. I would say that it's providing an
17 alternative to cable modem service, yes.

18 Q. The pricing of the broadband direct
19 service is comparable to cable modem service, is that
20 right?

21 A. I don't know what the cable modem prices
22 are, but I would assume that it would have to be

1 competitive.

2 Q. Am I correct, Mr. Burt, that the current
3 price being offered for the broadband direct service
4 is 49.95 a month or if you buy Sprint long distance
5 it's 39.95 a month?

6 A. I believe that's an offer that we have.

7 Q. That's \$39.95 and \$49.95, just so the
8 record is clear. And the broadband direct service
9 doesn't utilize any portion of Ameritech Illinois'
10 network, isn't that correct?

11 A. I would say generally no. There might be
12 some transport that we might purchase from Ameritech
13 possibly.

14 Q. When you say generally no, you are saying
15 it generally doesn't use -- let me put it this way.
16 We will try to refine the sentence. It doesn't use
17 any of Ameritech Illinois' outside plant network, is
18 that right?

19 A. Well, from a distribution and feeder
20 perspective, no, it would not.

21 Q. It does not?

22 A. It does not.

1 Q. It may use -- I am sensing that you are
2 not sure, but you think it may use some, what I would
3 call, interoffice transmission type facilities?

4 A. Yes, that would be correct.

5 Q. Do you know whether it does for sure?

6 A. I don't know for sure.

7 Q. Let's move to page 11 of your direct
8 testimony. At lines 8 through 15 you are giving an
9 example of a provision in the Broadband Service
10 Agreement and you end your answer by saying, "The
11 uncertainty resulting from this language is
12 significant in the eyes of Sprint," do you see that?

13 A. Yes.

14 Q. Now, by significant, you don't mean that
15 this language has prevented Sprint from deploying its
16 ION service, is that right?

17 A. Well, Sprint is deploying ION in a couple
18 of different ways. One way in which we are currently
19 deploying ION is by collocating in central offices our
20 own DSLAMs.

21 Q. And this language doesn't have anything
22 to do with that, is that correct?

1 A. This language has to do with reaching the
2 approximate 50 percent of that particular market that
3 we can't reach by giving Sprint access to Ameritech's
4 network in order to reach that other portion of the
5 market.

6 Q. And the uncertainty in the Broadband
7 Services Agreement language that you are referring to
8 here, that uncertainty hasn't had -- it hasn't
9 prevented Sprint from deploying its broadband direct
10 service, is that correct?

11 A. No, it would be unrelated to the wireless
12 version of Sprint's service.

13 Q. Let's turn to page 13 of your testimony,
14 Mr. Burt. At page 13 there is a question that begins,
15 "Mr. Boyer discusses the capacity impact created by
16 unbundling Project Pronto," do you see that?

17 A. Yes.

18 Q. And the first sentence of your answer you
19 say, "From Sprint's perspective, higher utilization of
20 the network is a good thing, not a bad thing," do you
21 see that?

22 A. Yes.

1 Q. Now, I know you are not an economist, is
2 that right?

3 A. That's correct.

4 Q. But would you agree that higher
5 utilization of the network is a good thing only if the
6 users of the network properly compensate the network
7 provider?

8 A. If we leave the compensation aspect of
9 that or put that aside, what I am getting at here is
10 the fact that Sprint feels that there is demand in the
11 customers that we seek to offer the service that we
12 seek to provide that is market demand and that we
13 shouldn't restrict that demand from the consumers
14 because there is a constraint in the network. I
15 think, like all other aspects of the networks that we
16 deploy, when demand increases, we tend to increase
17 capacity. And I think that that's a good thing. The
18 consumers want more. We should give them more, so
19 long as they are willing to pay the prices that we are
20 asking or the prices that are required.

21 Q. Okay. Well, I know you wanted to put
22 compensation aside and you did so in your answer. But

1 my question was specifically directed to that, okay.

2 I will ask it again. Would you agree that higher
3 utilization of the network is a good thing only if the
4 users of the network properly compensate the network
5 provider?

6 A. Well, there may be two prongs to that
7 from if you look at the retail aspect of that. If the
8 end users are willing to pay the price that I am
9 asking as a service provider, then I think you have to
10 assume that I am willing to do what I have to do to
11 meet that demand. I think you are probably referring,
12 though, to the wholesale relationship maybe between
13 Sprint and Ameritech in the instance maybe of the
14 broadband service. And I think if there is demand for
15 that, then I think that the capacity should be
16 increased. Whether that's being provided as a
17 broadband service or whether that's being provided as
18 an unbundled network element, the market is asking for
19 that.

20 Q. Let's focus on the wholesale
21 relationship, okay, and let's focus on whether it's a
22 broadband service or whether it's through UNES, okay.

1 There are users who are buying, whether it's UNEs or
2 the broadband service, they are buying from Ameritech
3 Illinois and they are buying in a wholesale
4 relationship, okay. We are not talking about retail
5 end users here. Okay. Do you have those assumptions
6 in mind?

7 A. I believe you are referring to your
8 affiliate?

9 Q. That would be one of them. Any others as
10 well, okay. Let's just assume there are a number of
11 users of the network who are buying either UNEs or the
12 service, the broadband service, at a wholesale level.
13 Would you agree that if those users do not properly
14 compensate the network provider, then higher
15 utilization of the network could be a bad thing?

16 A. Well, no, not necessarily, because let's
17 just take the instance of unbundled network elements.
18 To the extent that that decision is reached again in
19 the state of Illinois, you have an obligation or
20 Ameritech has an obligation to unbundle those
21 services. That does not require you to go out and
22 build facilities in order to meet an unbundled

1 request. I think we all understand that.

2 Q. Okay. Let's try to put the compensation
3 issue outside of the equation like you wanted to do to
4 begin with. Putting aside compensation, would you
5 agree that lower utilization of the network, all other
6 things being equal, is a bad thing?

7 MR. SCHIFMAN: Let me clarify. Compensation,
8 you say putting aside compensation, what do you mean
9 by that?

10 MR. BINNIG: I meant what he said by it, the
11 compensation of the network provider by the user of
12 the network. I am putting that aside now. Simply
13 asking the question, he's got a sentence here that
14 says higher utilization of the network is a good
15 thing, not a bad thing. I am asking the converse.

16 Q. All other things being equal, do you
17 agree that lower utilization of the network is a bad
18 thing?

19 A. My testimony here was based upon the fact
20 that there is a market demand for service and that
21 that demand should be met. I think it's in the
22 interest of the market. I think it's consistent with

1 what we are trying to develop in the sense of
2 competition, consistent with the Act. And that some
3 of the terms in the Broadband Service Agreement would
4 lead one to believe that Ameritech will restrict the
5 capacity of the network, therefore, not meeting the
6 end user demand, and I think that that is a bad thing.
7 I think that if there is a market there, they are
8 willing to pay the retail price, then the network
9 capacity should be increased just like it is with
10 traditional voice telecommunications service.

11 Q. So what you are talking about, I think I
12 am probably a little slow today, but when you are
13 referring to higher utilization of the network as a
14 good thing, what you are talking about there is
15 essentially meeting demand, meeting demand is a good
16 thing?

17 A. Yes, meeting end user demand is a good
18 thing. It is in the interest of the end users.

19 Q. And you agree that the converse is true,
20 that not meeting end user demand is a bad thing?

21 A. I think if you are offering a service and
22 you are artificially restricting the availability of

1 that service for whatever the reason, I think some
2 could see that as a bad thing.

3 Q. Because of the unmet end user demand, is
4 that what makes it a bad thing?

5 A. Well, I guess you could call it the unmet
6 end user demand, but if for whatever reasons, if they
7 are not viable reasons and you are restricting or
8 controlling the market or the availability of the
9 service, then I think from an end user perspective, if
10 I can't get something that my neighbor may have, I
11 think I would consider that a bad thing, and I would
12 wonder why couldn't I get it.

13 Q. Now, you talked earlier in your testimony
14 about the fact that Sprint also has some ILEC
15 operations. And along with those ILEC operations
16 Sprint obviously has some ILEC assets as well, don't
17 they?

18 A. Yes, we do.

19 Q. ILEC network assets?

20 A. Yes.

21 Q. Would you agree that, all other things
22 being equal, that stranded network investment is a bad

1 thing?

2 A. You are probably asking the wrong pers on
3 that kind of a question. I am not that familiar with
4 that part of the business. I think it would depend on
5 a lot of things. So I don't feel qualified to
6 necessarily answer that.

7 Q. Okay. Let's move down to line 20, same
8 page, 13. And you have the statement here that the
9 competitive market forces should determine the band
10 width requirements and services being offered, not a
11 single controlling service provider. Do you see that?

12 A. Yes.

13 Q. And my question is simply this. Let's
14 assume there is no single controlling service
15 provider. Can you assume that with me?

16 A. Sure.

17 Q. With that assumption would you agree that
18 in that instance where there is no single controlling
19 service provider, that the competitive market forces
20 should still determine the band width requirements and
21 services being offered?

22 A. That's really outside the context of my

1 question. There again I am referring to the Broadband
2 Service Agreement and some of the terms and
3 conditions, and my position that that is limiting the
4 availability. That's the premise of what my statement
5 is here.

6 Q. Okay. Well, I am aware that is the
7 premise of your statement, Mr. Burt, but I am using
8 your language here. I want you to assume with me that
9 there is no single controlling service provider. In
10 that instance you will agree that the competitive
11 market forces should still determine the band width
12 requirements and services being offered?

13 A. That might be a question maybe more for
14 an economist or a marketing individual, but I maybe
15 can't disagree with that.

16 Q. Can't disagreeing is the same as
17 agreeing?

18 A. It would be, yes.

19 Q. Let's turn to page 14 of your testimony,
20 Mr. Burt. Here you begin discussing the FCC's packet
21 switching rule, is that correct?

22 A. Yes, it is.

1 Q. And this discussion continues on for
2 several pages. And if you could turn all the way to
3 page 16 at lines 1 through 5, you have a statement
4 there, "The federal rules are very clear," and then
5 you have a couple sentences following that. Do you
6 see that, where Ameritech has deployed packet
7 technology, so on and so on. I am not going to read
8 all of it to save time, but down through line 5?

9 A. Okay.

10 Q. Is it fair to say that's your
11 understanding of the federal rules, that you are not
12 directly quoting the federal rules there?

13 A. Yes, that would be my understanding.

14 Q. Let's move to page 23, Mr. Burt. And
15 beginning on page 23 you begin discussing the costs
16 for adjacent collocation of a DSLAM at a remote
17 terminal, is that correct?

18 A. Yeah, and I should probably point out
19 technically it's not adjacent collocation in the sense
20 that we are collocating or locating our equipment on,
21 in this case, this would be Southwestern Bell's
22 property. We have actually purchased our own easement

1 because we were denied a collocation and adjacent
2 collocation.

3 Q. So let me try to fill out the record
4 here. This \$137,000 cost estimate, that's based on
5 your one experience to date in Kansas, is that
6 correct?

7 A. Yes, it is. And I think we have a more
8 accurate figure. We have been using 130. But that
9 number is actually about \$132,500.

10 Q. And are you looking at an ex parte that
11 Sprint filed with the FCC? It's a letter dated July
12 18 but it looks like it was received by the FCC last
13 Friday on the 20th?

14 A. Yeah, I think the July 20 is when I
15 received it.

16 Q. Okay. That's when you received it?

17 A. Yeah.

18 MR. BINNIG: I would like to mark that as
19 Ameritech Illinois Burt Rehearing Cross Exhibit 2.
20 This is a copy of the ex parte, Your Honor.
21 Mr. Schiffman provided us with copies this morning. We
22 haven't had a chance to make additional copies since

1 it was just received, I think, on Friday. But we will
2 do that and provide copies to everyone.

3 JUDGE WOODS: Fair enough.

4 (Whereupon Ameritech Illinois
5 Burt Rehearing Cross Exhibit
6 2 was marked for purposes of
7 identification as of this
8 date.)

9 Q. Mr. Burt, you have with you a copy of
10 that ex parte that's going to be marked for
11 identification as Ameritech Illinois Burt Rehearing
12 Cross Examination Exhibit 2.

13 MR. SCHIFMAN: Excuse me, Chris, Mr. Binnig.
14 Do you have a copy, Your Honor?

15 JUDGE WOODS: No.

16 MR. SCHIFMAN: I have an extra here.

17 Q. Mr. Burt, I just want to go through this
18 ex parte with you briefly. There is a breakdown
19 beginning on the first page, continuing over to the
20 second page, that lays out I guess what I would call
21 the all-in-costs for collocating the DSLAM at the site
22 in Kansas, is that correct?

1 A. It is my understanding that these costs
2 are what it actually costs us to put our DSLAM in the
3 private easement. It does not include any costs for
4 what we might require at the central office, the
5 transport from the remote terminal back to the central
6 office, transport from central office to what we call
7 a Sprint service node, just like our own switch; it
8 doesn't include the costs for the loops, getting out
9 to the end users, recurring, non-recurring charges.

10 Q. So I want to make sure that I know
11 exactly what it does include. First, it includes the
12 costs of getting an easement on an adjacent piece of
13 property, is that correct?

14 A. Yes. I believe that was \$3,000 that we
15 paid to a church.

16 Q. And if you were to actually collocate
17 within an Ameritech Illinois remote terminal site, you
18 wouldn't have those easement costs, would you agree
19 with me?

20 A. Yeah, I would believe that that \$3,000
21 would not be a cost that we would incur. I don't know
22 how much it would cost us to collocate.

1 Q. But, presumably, if you collocate within
2 an Ameritech Illinois RT site, Ameritech Illinois
3 already has the necessary easements for that site ,
4 fair assumption?

5 A. Sure.

6 Q. Then you also include in here \$78,522 for
7 materials and \$23,763 for labor. Do you see that?

8 A. Yes.

9 Q. Those two costs together, would you call
10 that, what I would call, the design, furnish and
11 install cost of the DSLAM?

12 A. As I understand it, I would say that that
13 is correct. What it costs us to actually pour the
14 pad, purchase the equipment, install that equipment,
15 test it, yes.

16 Q. And then there is also a cost of \$24 ,416
17 for ILEC special construction, and then it says,
18 "(including the ECS conduits and cables for access to
19 DS3 feeder facilities to the central office and cable
20 pair terminations at the SAI), that is adjacent to the
21 ILEC terminal, do you see that?

22 A. Yes.

1 Q. And I just want to break that down a
2 little further. The actual ECS, if you look at the
3 last page, the actual ECS cost quote is \$13,423, do
4 you see that?

5 A. Yes. I believe that represents 1200 pair
6 in that ECS.

7 Q. And so the additional approximately
8 \$11,000 is for the other items listed in this
9 parenthetical, the conduits and cable for access to
10 the DS3 feeder facilities to the central office and
11 the cable pair terminations at the SAI?

12 A. That's what it says. Maybe I should also
13 point out, with the ECS I mentioned 1200 pair, we
14 actually had a quotation. I think there was
15 discussion for some period of time with Southwestern
16 Bell based on the number of pairs we wanted to have
17 access to. I think the low end of that, which I don't
18 know how many pairs it was, was about \$9,000 and then
19 to have access to all of them it was about \$30,000,
20 and I think we agreed to something in the middle.

21 Q. And so the \$13,423 is for 1200 pairs?

22 A. That's my understanding, yes.

1 Q. Do you know what kind of DSLAM Sprint is
2 deploying at this site?

3 A. Yes, I do.

4 Q. Is that something confidential? If it
5 is, we will get to that at the end.

6 A. I am not sure if it is or not. I don't
7 know that Mr. Schiffman would know either. Why don't
8 we just handle it later if we could then?

9 Q. I can wait til the end to ask that. We
10 will go in camera.

11 Let me ask this without getting into
12 specifics. Is the DSLAM that Sprint has deployed at
13 the Kansas site or is about to deploy at the Kansas
14 site, is that what I would call a typical DSLAM
15 configuration that Sprint plans to deploy at the
16 remote terminal sites?

17 A. I don't know that we have definite plans
18 to deploy DSLAMs, given the cost. But it's the one
19 that I believe we chose because it's one that we had
20 tested. We knew that worked. This particular site
21 was what we call a proof of concept, and we used the
22 same equipment that we previously tested.

1 Q. Okay. But in terms of Sprint's plans,
2 you don't know whether in terms of the size or the
3 capacity of this DSLAM whether Sprint's plans call for
4 deployment of other DSLAMs or remote terminals that
5 are smaller in size or collocation of DSLAMs at remote
6 terminals that are larger in size?

7 A. Well, I am not a part of the engineering
8 function, but I would assume that if Sprint were to
9 move forward with collocating at remote, which we
10 don't have an approved business case to do that, I
11 would imagine we would adjust the capacity of the
12 equipment based on whatever we expect the demand to
13 be.

14 Q. Have you ever heard of a DSLAM called an
15 Alcatel Ram, R-A-M?

16 A. I have not.

17 Q. How about a Cisco 2160?

18 A. I am afraid not.

19 Q. How about a Lucent Stinger?

20 A. I have heard of that one.

21 Q. Do you know what the capacity of a Lucent
22 Stinger is?

1 A. I am sorry, I don't know that.

2 Q. Do you know what the cost, price, of a
3 Lucent Stinger is?

4 A. No, I don't.

5 Q. Do you know whether, compared to the
6 DSLAM that you are planning to deploy at the Kansas
7 site, whether there are smaller and less expensive
8 DSLAMs available on the market today?

9 A. I really don't know. That would probably
10 be a fair assumption that there might be.

11 Q. Let's move on to page 24 of your direct
12 testimony. And at line 16 you have a couple sentences
13 where you refer to the NIMBY syndrome or the NIMBY
14 problem, do you see that?

15 A. Yes, I do.

16 Q. Would you agree that --

17 MR. LIVINGSTON: It's all caps, N-I-M-B-Y.

18 Q. To the extent that Sprint or any other
19 CLECs were to collocate in space at an Ameritech
20 Illinois remote terminal, that the NIMBY problem goes
21 away because the site's already there?

22 A. Not necessarily. I think to the extent

1 that a CLEC were allowed or there was space maybe
2 inside a hut, but if it would require equipment to be
3 placed above ground, I think we would run into the
4 same issues that we ran into in this situation. I
5 think you probably noticed that there was a figure in
6 here for landscaping. I had mentioned that we had run
7 into that in other situations also. We actually had
8 another proof of concept in Kansas where we haven't
9 been allowed to locate our equipment because of the
10 reluctance on the part of the city to allow us to put
11 equipment above ground. They want us to bury
12 everything.

13 Q. Well, would you agree with the following.
14 Would you agree that to the extent Sprint were to
15 collocate DSLAMs in Ameritech Illinois RTs that were
16 either huts or controlled environmental vaults that
17 were actually underground, you wouldn't have the NIMBY
18 problem?

19 A. Yeah, to the extent that nothing would be
20 visible above ground?

21 Q. Right.

22 A. I would probably agree. However, I don't

1 know if that's practical. I believe we are still
2 going to be required to utilize the engineered
3 controlled splice in that situation, which if you
4 notice in that ex parte, there are some photographs
5 and that's a device that is above ground, five to six
6 feet high, probably five to six feet in length.

7 Q. Well, let's talk about that issue for a
8 second and I will throw in, do a two-for-one here. I
9 will throw in cabinets, remote terminal cabinets as
10 well. If at the RT site Ameritech Illinois already
11 has the necessary easements and the necessary zoning
12 for putting additional facilities there, doesn't that
13 take away the NIMBY problem?

14 A. Again, I think to the extent that there
15 is nothing that is visible to the neighbors, to the
16 city, etc., etc., because that tends to be the issues
17 that they have is the aesthetics of the neighborhood
18 and they are concerned about one or more companies
19 coming in and putting in additional pieces of big
20 green boxes as they tend to be, and that's why they
21 require -- or either they don't allow you to do it or
22 they require you to landscape such that it is not

1 visible.

2 Q. Let's move on to page 26 of your
3 testimony, Mr. Burt. And at line 4 you refer to the
4 DSL access working group and in parens (TlEl.4) of
5 Standards Committee TR1 - Telecommunications, do you
6 see that?

7 A. Yes.

8 Q. And you point out, while they have not
9 finalized their findings, it is clear that without
10 modifications there is significant cross talk between
11 remote terminal and CO-based ADSL, and that the two
12 service offerings are not spectrally compatible. Do
13 you see that?

14 A. Yes.

15 Q. Now, I think you have told me earlier you
16 are not an engineer, is that right?

17 A. I am not a practicing engineer, that's
18 correct.

19 Q. To the extent that any modifications are
20 necessary to address the crosstalk issue, isn't it
21 true that the SBC ILECs have already made those
22 modifications?

1 A. I am not aware of what modifications you
2 would have made to address this particular issue.

3 Q. So you don't know whether the SBC ILECs
4 have already made those modifications or not?

5 A. No, it's my understanding, and this issue
6 is still being discussed at this particular group, is
7 that when you deploy DSL at a remote terminal and then
8 also deploy DSL at a central office, the DSL at the
9 remote has the tendency to interfere with the DSL
10 being provided from the central office. I think the
11 current status of that issue is that this group is
12 preparing a white paper. I don't think that there is
13 any disagreement in the fact that there is
14 interference. It's a real issue. But I don't think,
15 or I am not at least aware, of any resolution to the
16 issue.

17 Q. Now, you are not a member of the DSL
18 access work group, I take it?

19 A. Personally I am not.

20 Q. And you have never attended any of their
21 meetings, is that right?

22 A. I have not.

1 Q. And you don't know of any field tests
2 establishing that this interference exists, do you?

3 A. I would presume that there have been
4 tests. I don't think there would be an effort of this
5 magnitude underway based purely on theory. I think it
6 is a real problem. I have had a couple of discussions
7 with Sprint's member of this particular group. And as
8 I have mentioned, within that group it is a recognized
9 issue, and I am not aware of any solutions to the
10 issue.

11 Q. Do you know of any field tests that have
12 established this to be an issue?

13 MR. SCHIFMAN: Asked and answered, objection.

14 MR. BINNIG: No, he didn't.

15 JUDGE WOODS: I don't think so. He was
16 talking about this specific group. He can answer.

17 A. I couldn't give you a location of where a
18 field test is. But as I mentioned, I don't think
19 these working groups take these things lightly. And
20 it's been tested either in the field or it's been
21 tested in a laboratory, and it is a real issue to that
22 group.

1 Q. My question, Mr. Burt, is you don't know
2 of any such field tests, do you?

3 MR. SCHIFMAN: Same objection.

4 Q. I don't want you to speculate. I am
5 asking do you know of any such field tests.

6 MR. SCHIFMAN: Same objection.

7 JUDGE WOODS: He can answer.

8 A. I think I said at the beginning of my
9 answer I am not aware of any specific tests.

10 Q. That's fine. And you are not aware of
11 whether SBC has made any modifications to address any
12 potential crosstalk issues if those issues exist, is
13 that right?

14 A. No. Like I say, I don't believe that
15 there has been resolution within that committee.

16 Q. Again, you don't know whether SBC ILECs
17 have made any modifications that might be necessary to
18 address that issue?

19 MR. SCHIFMAN: Your Honor, objection. The
20 witness just responded, he said no and then he
21 explained his answer. That's what he has been doing
22 throughout this case.

1 JUDGE WOODS: The answer is no?

2 THE WITNESS: No, I am not aware of any. But
3 I am aware that it is still an issue with this group.

4 Q. Let's go to page 27. And at lines 2
5 through 4 you make a statement and you cite the Third
6 Report and Order that the FCC has already decided not
7 to interfere with the ILEC's decision to retire copper
8 plant, do you see that?

9 A. Yes.

10 Q. Are you aware of the restrictions on
11 Ameritech Illinois' ability to retire copper loop
12 plant that are contained in the conditions that the
13 FCC adopted as part of its Project Pronto Waiver
14 Order?

15 A. I am unaware that you have committed to
16 only retire a certain percentage of copper up to a
17 certain point in time. To me that's not a commitment
18 by any means to leave all of the copper in place.

19 Q. You didn't -- in the discussion you have
20 right here, you didn't talk about those Project Pronto
21 waiver conditions, did you?

22 A. I don't believe I mentioned them, no.

1 Q. Move on to page 28 -- we can skip that.
2 Why don't we move to page 32, Mr. Burt. At lines 11
3 through 13 you are talking about the Sprint ION
4 service using DSL-based service, and then you say
5 beginning on line 12 that the wireless technology
6 offered by Sprint in Chicago does not support Sprint
7 ION requirements and there is no certainty that it
8 will, do you see that?

9 A. Yes.

10 Q. Is Sprint investigating the possibility
11 of providing ION using its wireless technology for the
12 distribution portion of the network?

13 A. I have to believe that we are. I am
14 aware that there is no solution. ION, and again
15 differentiating between the different types of ION,
16 the ION that includes the integrated data voice and
17 video currently cannot be supported by the MMDS type
18 service or the fixed wireless service.

19 There is a couple issues there. One, is
20 band width requirements. Sprint ION is an integrated
21 service. It does have some substantial band width
22 requirements and MMDS service does not support that,

1 does not support the quality of service that we
2 require. Since ION is providing a local service, a
3 local voice service, the MMDS service today does not
4 support that.

5 Also, the coverage of this MMDS service,
6 it is important to Sprint that we have access to the
7 entire market. And because of some of the technical
8 considerations with the MMDS service, line of sight,
9 for example, it does not give us complete coverage
10 within the Chicago area.

11 Q. But it gave you enough coverage that you
12 made the economic decision to deploy it, isn't that
13 right?

14 A. Well, the economic decision was made to
15 deploy MMDS, but I need to point out that that is not
16 Sprint ION. That is a complete separate arm.

17 Q. Fair enough. That's the broadband direct
18 service?

19 A. That's correct.

20 Q. And while you indicated that the
21 technology doesn't exist today, I take it you will
22 agree with me that the technology could exist in the

1 future to provide the integrated product through a
2 fixed wireless MMDS type of arrangement?

3 A. As I said, it does not support it. There
4 is no assurance that it will be able to support it.
5 And then even if it did, because of the line of sight
6 limitation as well as the constraint in band width
7 that Sprint has available to it, it is a limited
8 offering.

9 Q. My question was, technology continues to
10 change; MMDS could support the ION product in the
11 future?

12 A. With technology I think anything is
13 possible. But what I am saying is that it does not
14 support it, and to my knowledge there is no way in
15 which it can support it today.

16 Q. If I were to use Mr. Bowen's analogy of
17 the snapshot is, it doesn't support the movie is, is
18 that it could?

19 A. No, not necessarily. As I mentioned, the
20 fixed wireless offering is a completely different
21 offering in the marketplace than what Sprint ION is.
22 So with ION we are trying to roll out a service that

1 is Sprint ION, which as I mentioned is completely
2 different than the MMDS offering. So I don't know
3 that it was ever anticipated or expected that the MMDS
4 service one day would support Sprint ION. I certainly
5 think it's a desirable thing.

6 Q. And it's something that Sprint's
7 investigating?

8 A. I hope that they are investigating it,
9 yes. It's an option that we have available to us.

10 Q. Let's move to page 35 of your testimony,
11 Mr. Burt. At line 23 you cite the Third Report and
12 Order on Reconsideration in CC Docket Number 98147
13 released January 19, 2001. You state it further
14 clarified this point by stating the requirement to
15 provide linesharing applies to an entire loop, even
16 where the incumbent LEC has deployed fiber in the
17 loop, as is the case when the loop is served by a
18 remote terminal, do you see that?

19 A. Yes.

20 Q. Are you aware that the FCC also issued,
21 approximately one month later on February 23, 2001, an
22 order clarification which clarified this January 19,

1 2001, order?

2 A. Maybe if you mentioned the clarification.

3 Q. I will give you a copy. We don't need to
4 put this in the record but.

5 (Whereupon a document was
6 provided to the witness.)

7 A. Are you referring to the first
8 paragraph?

9 Q. Well, first of all, I am referring to, do
10 you recognize this as the Order of Clarification that
11 clarifies the January 19, 2001, Order that you
12 referenced on line 1 on page 36 of your testimony?

13 A. Yes.

14 Q. And in the last sentence does the FCC
15 state specifically, "We clarified that the Linesharing
16 Reconsideration Order does not alter Section
17 51.319(b)(5) of the Commission's rules, which
18 describes the limited set of circumstances under which
19 an incumbent LEC is required to provide
20 non-discriminatory access to unbundled packet
21 switching capability," do you see that?

22 A. Yes.

1 Q. You didn't mention that in your testimony
2 here on page 36, did you?

3 A. No, I don't believe it was necessary. My
4 point here is that the Reconsideration Order extended
5 what they had previously discussed regarding
6 linesharing. That it also had to be provided -- the
7 linesharing also had to be provided when an ILEC
8 deploys fiber in the loop.

9 Q. The FCC also did not change its
10 definition of the local loop that ILECs are obligated
11 to unbundle, did it?

12 MR. SCHIFMAN: Excuse me, in this Order of
13 Clarification are you discussing or is it just a
14 general question?

15 Q. Well, let's focus on the order that you
16 cite, the January 19, 2001, order. In that order the
17 FCC did not change its definition of the local loop
18 that ILECs are obligated to unbundle, did it?

19 A. I think they brought some clarity to what
20 needed to be unbundled.

21 Q. Did the FCC -- I am sorry. Did you
22 finish your answer?

1 A. Sure. I think the issue of linesharing
2 was a new issue, and I think the FCC clearly indicated
3 that that was something that was necessary for CLECs
4 to gain access to, and then they further clarified
5 that as it relates to situations where fiber is
6 deployed in the loop.

7 Q. Now, you were here earlier this afternoon
8 when Mr. Staihr discussed the FCC's definition of a
9 local loop, were you not?

10 A. I was here, yes.

11 Q. And that definition -- and I would be
12 happy to give you a copy if you would like to read
13 along.

14 (Whereupon a document was
15 provided to the witness.)

16 Look in the Appendix B, I believe, and I
17 am looking -- Appendix C, and I am looking
18 specifically at page 3 of Appendix C. Do you have
19 that?

20 A. Yes.

21 Q. And you see under A(1) in italics the
22 phrase local loop?

1 A. Yes.

2 Q. Do you recognize this as the FCC's
3 definition of the local loop that ILECs are required
4 to unbundle?

5 A. Yes.

6 Q. And in the order that you cite, the
7 Linesharing Reconsideration Order of January 19, 2001,
8 the FCC did not change this definition, is that
9 correct?

10 A. I don't -- I am not quite sure whether or
11 not they did. I will take it that they didn't.

12 MR. BINNIG: I think I am almost done here.
13 Let's mark this as Ameritech Illinois Burt Rehearing
14 Cross Exhibit 3.

15 (Whereupon Ameritech Illinois
16 Burt Rehearing Cross Exhibit
17 3 was marked for purposes of
18 identification as of this
19 date.)

20 Q. Mr. Burt, I have put in front of you a
21 document that's been marked as Ameritech Illinois Burt
22 Rehearing Cross Examination Exhibit 3. It consists of

1 some slides of a Sprint presentation made at an
2 Executive Institute 2001 Session, July 12 through 14,
3 2001, in Jackson Hall, Wyoming. Give you a few
4 seconds to look at that, familiarize yourself with it.

5 MR. LIVINGSTON: They have been looking at it
6 since 8:00 o'clock.

7 Q. Did your counsel share this with you
8 earlier today?

9 A. Yeah, I saw it briefly over lunch.

10 Q. Who is Gayle Bayes?

11 A. She is the Vice President - Planning,
12 Broadband Local Networks, Sprint.

13 Q. If you could turn to the last page of
14 this document, you will see there is a slide entitled
15 DSL Remote Access Solutions, do you see that?

16 A. Yes.

17 Q. And that's got three bulletpoints, does
18 it not?

19 A. Yes, it does.

20 Q. And the first one says, "Remote access
21 solutions break the barrier to customers served behind
22 DLCs, as well as on longer loops," is that right?

1 A. That's correct.

2 Q. The second bulletpoint says, "Recent
3 regulatory rulings and technological developments have
4 opened the door to reaching these customers," do you
5 see that?

6 A. I do.

7 Q. And the third bulletpoint says, "Issues
8 exist but can be resolved," do you see that?

9 A. Yes.

10 Q. Now, as a way of background to the DSL
11 Remote Access Solution, if you turn to the front
12 page -- actually not the front page, excuse me, go one
13 page previous, on Slide Number 6, the first
14 bulletpoint is deployment of DSL remote access
15 solutions, do you see that?

16 A. Yes.

17 Q. And what Ms. Bayes refers to here under
18 DSL Remote Access Solutions is deploying field-based
19 digital subscriber line access multiplexers at remote
20 sites, is that right?

21 A. Yes, she is.

22 Q. And going back now to Slide Number 7 on

1 the last page, the three issues that Ms. Bayes
2 identifies is issues exist but can be resolved. Do
3 you see those three issues?

4 A. Yes.

5 Q. Those issues are the lack of data
6 concerning DLC/RT locations and serving areas, do you
7 see that?

8 A. Yes.

9 Q. And DLC stands for digital loop carrier
10 and slash RT stands for remote terminal, is that
11 right?

12 A. That's correct.

13 Q. So what that's referring to is a need to
14 get data concerning where RT sites are actually
15 located in the serving areas served by those RT sites?

16 A. Well, that's -- it's a lot more than
17 that. It's actually a gaining access to that
18 information. And she puts this bulletpoint on here
19 because maybe Sprint, like a lot of other CLECs, has
20 looked at deploying DSLAMs in remote terminals.
21 That's why we conducted the proof of concept. And one
22 of the initial obstacles that we ran into was that

1 ILECs were not providing us with enough information,
2 the address of the DLC, for one, the number of
3 customers served, where those customers were, etc.,
4 etc., that would give us information so that we could
5 make an economic analysis as to whether or not it was
6 even something to be considered.

7 Q. And Ms. Bayes identifies that as an issue
8 that exists but can be resolved, does she not?

9 A. I believe that with most of the ILECs,
10 and again this has been about a year long process,
11 most of the ILECs that we are dealing with have agreed
12 to give us ample information to where we could make
13 some kind of decisions.

14 Q. And each of the other two issues listed
15 here are also issues that Ms. Bayes at least has
16 concluded are issues that exist but can be resolved,
17 is that right?

18 A. Yeah. I should probably put this in the
19 correct context. This is a result of our proof of
20 concept. As I mentioned, we have had two of them in
21 R-boc territories. One was within probably three
22 months of a year long process of being able to turn up

1 service. The other example, which is also in the
2 Kansas City area, we haven't gotten beyond some of
3 these franchising, zoning, right-of-way type issues so
4 we have not deployed in that particular location.

5 The entire context of this, though, as I
6 mentioned, Sprint is looking for ways to deploy ION.
7 And, obviously, given the fact that the presence of
8 DLCs limits our reach to the customers to the extent
9 of 30 to 50 percent behind the central offices where
10 we have collocated DSLAMs, we felt it appropriate to
11 explore extending the reach of ION. And we have
12 conducted these proof of concepts, and there are
13 situations, and I don't think anybody would disagree,
14 where the economics might be appropriate for a CLEC to
15 collocate a DSLAM.

16 However, in our situation, in my
17 discussion with some of the individuals within this
18 particular department, they looked at over 7,000
19 Project Pronto sites across the 13-state region, and
20 based on having information, they determined that
21 there were maybe three to four percent of those where
22 the economics were such that we would ever consider

1 deploying a remote DSLAM. So the other 97 or 96
2 percent is not economical.

3 Q. Ms. Bayes, at least, didn't bother to
4 tell anyone that in 96 percent of the instances looked
5 at that the remote access solutions were not
6 economically viable, did she?

7 A. I don't know the content, the context or
8 the purpose of her presentation. I think she was
9 trying to put a positive light on something that, you
10 know, from the perspective of Sprint, I think the 242
11 sites at \$130,000 per, plus all the additional costs
12 that I mentioned, is -- and we debated what is a
13 significant amount of money, and I think it's a major
14 undertaking for a corporation like Sprint. So I think
15 she was simply addressing in those limited, very
16 limited, situations where we can justify this that
17 that it is something that we can break down a lot of
18 the barriers.

19 MR. BINNIG: The only thing I have left, Your
20 Honor, was the one question we saved for in camera
21 regarding the particular --

22 JUDGE WOODS: One question?

1 MR. SCHIFMAN: Can I speak to my witness for
2 a minute?

3 JUDGE WOODS: Let's go off the record.
4 (Whereupon there was then had
5 an off-the-record
6 discussion.)

7 JUDGE WOODS: Back on the record.

8 MR. BINNIG:

9 Q. Mr. Burt, I think one last question at
10 least for the moment, could you tell us the name of
11 the DSLAM that Sprint has deployed or is about to
12 deploy at the site in Kansas that we talked about
13 earlier?

14 A. Yes, it's the Lucent Stinger DSLAM.

15 JUDGE WOODS: Okay.

16 MR. BINNIG: That's fine.

17 JUDGE WOODS: Redirect?

18 MR. SCHIFMAN: Yes, Your Honor.

19 REDIRECT EXAMINATION

20 BY MR. SCHIFMAN:

21 Q. Mr. Burt, you mentioned a proof of
22 concept that Sprint has engaged in. One of them is

1 set forth in the Rehearing Cross Exhibit 2 that
2 Mr. Binnig discussed with you. You mentioned another
3 proof of concept that Sprint is attempting to
4 implement also in the Kansas City area. Can you just
5 give a little more detail as to what that is and where
6 Sprint stands on that and the status of that proof of
7 concept trial?

8 A. Yeah. It's my understanding that this
9 other situation, that we initially went to
10 Southwestern Bell to collocate and that didn't seem to
11 work out. So then we pursued, as we did with this
12 other proof of concept, acquiring a private easement
13 and placing our equipment in that private easement.
14 And with this particular city we were not able to come
15 to terms as to how we would place our equipment.

16 What they -- a couple things they wanted
17 us to do, one was to put all of our equipment in an
18 underground vault which would have significantly
19 increased the costs. We chose not to do that.
20 Another alternative, and I don't know why that's such
21 an obstacle, but because of the issue of aesthetics,
22 as we mentioned, not-in-my-backyard syndrome, they

1 wanted us to somehow enclose our equipment in an
2 artificial rock of some sort.

3 So at this point in time we have not come
4 to terms. I believe we are still pursuing it.

5 Q. Do you know how long that's taken to get
6 to the point where we are at now with that particular
7 location?

8 A. Yeah. I believe we started that at the
9 same time that we started the other one where we were
10 successful in getting an easement which was in July of
11 2000. That's when we started.

12 Q. So we are at least a year into that
13 process, right?

14 A. Yes.

15 Q. I believe Mr. Binnig asked you some
16 questions with respect to page 13 of your testimony.
17 Why don't you turn back to that? I believe it was
18 about that last sentence on this page about the
19 competitive market forces should determine the band
20 width requirements and services being offered, not a
21 single controlling service provider, do you recall
22 those questions?

1 A. Yes.

2 Q. In the case where Sprint is attempting to
3 provide its ION service here in Illinois using
4 Ameritech Illinois' loop network where it has deployed
5 Project Pronto, who is the single controlling service
6 provider?

7 A. Well, given the terms and conditions of
8 the Broadband Service Agreement that's being offered,
9 Ameritech is the controlling entity. We have had
10 discussions with SBC-Ameritech and have requested some
11 functionality and capacities beyond which they are
12 willing to provide at this point in time , and we have
13 not received a positive response. They are holding
14 firm to the terms and conditions of that Broadband
15 Service Agreement. So, you know, from that
16 perspective we are saying we see that there is a
17 market that needs more than that and there is no
18 negotiations. That's the agreement, take it or leave
19 it.

20 Q. Also, I believe there was some discussion
21 regarding variable bit rate and committed bit rate as
22 being appropriate for the Sprint ION offering?

1 MR. LIVINGSTON: Constant.

2 MR. SCHIFMAN: Constant. What did I say?

3 MR. LIVINGSTON: Committed.

4 MR. SCHIFMAN: Constant bit rate. I believe
5 they are referred to both ways throughout.

6 Q. Mr. Burt, could you describe constant or
7 committed bit rate? Is that -- can Sprint use that
8 type of quality of service for its Sprint ION and, if
9 so, what challenges we may have or abilities we may
10 have to use it?

11 MR. BINNIG: I will object because it goes
12 beyond the scope of my cross.

13 MR. SCHIFMAN: I don't believe so. He talked
14 about Sprint having variable bit rate and whether or
15 not we could use the variable bit rate product. And
16 there is discussion about the committed bit rate
17 product as well.

18 MR. BINNIG: No, that was with Dr. Staihr and
19 Mr. Livingston.

20 JUDGE WOODS: That's right. I think that
21 was his witness. Sustained.

22 MR. SCHIFMAN: Your ruling is beyond --

1 JUDGE WOODS: My ruling is beyond your
2 comprehension. Is that what you are saying?

3 (Laughter)

4 MR. SCHIFMAN: I was going to say beyond the
5 scope of cross, is that your ruling, Your Honor?

6 JUDGE WOODS: Yes, thanks for adding that.

7 MR. SCHIFMAN: No further redirect.

8 RECROSS EXAMINATION

9 BY MR. BINNIG:

10 Q. The second proof of concept situation
11 that your counsel asked you about, where is that
12 located?

13 A. That's also in the Kansas City
14 metropolitan area.

15 Q. Are you aware that SBC has held a number
16 of collaborative meetings relating to its deployment
17 of Project Pronto DSL facilities pursuant to the FCC's
18 Project Pronto Waiver Order?

19 MR. SCHIFMAN: Now, Your Honor, that's beyond
20 the scope of my redirect.

21 MR. BINNIG: It's a foundational question.

22 JUDGE WOODS: Okay.

1 A. I am aware of some collaborative, yes.

2 Q. You haven't attended any of those
3 collaborative, is that correct?

4 A. I personally have not. I believe there
5 have been Sprint representatives at those.

6 Q. The discussions that you mentioned to
7 Mr. Schiffman with SBC, were those separate from the
8 collaborative proceedings?

9 A. Yeah, those were a part of our
10 interconnection agreement negotiations where we
11 specifically tried to negotiate terms for unbundling
12 of Pronto, and we were offered the Broadband Service
13 Agreement.

14 MR. BINNIG: That's all I have, Your Honor.

15 JUDGE WOODS: Okay. Let's go off the record.

16 (Whereupon there was then had
17 an off-the-record
18 discussion.)

19 JUDGE WOODS: Back on the record. This cause
20 is continued to 8:00 a.m. on Tuesday.

21 MR. BINNIG: Before we are done, I did not
22 move for admission of my cross exhibits. I would like

1 to move for admission of Ameritech Illinois Burt
2 Rehearing Cross Examination Exhibits 1 through 3.

3 MR. SCHIFMAN: No objection.

4 JUDGE WOODS: Admitted without objection.

5 (Whereupon Ameritech Illinois
6 Burt Rehearing Cross Exhibits
7 1 through 3 were admitted
8 into evidence.)

9 (Whereupon the hearing in this
10 matter was continued until
11 July 24, 2001, at 8:00 a.m.
12 in Springfield, Illinois.)

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1 STATE OF ILLINOIS)
)SS
2 COUNTY OF SANGAMON)
 CASE NO.: 00-0393 On Rehearing
3 TITLE: ILLINOIS BELL TELEPHONE COMPANY

4 CERTIFICATE OF REPORTER

5 We, Cheryl A. Davis and Carla J. Boehl, do
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7 by Sullivan Reporting Company of Chicago, Illinois;
8 that we reported in shorthand the evidence taken and
9 proceedings had on the hearing on the above-entitled
10 case on the 23rd day of July, 2001; that the foregoing
11 pages are a true and correct transcript of our
12 shorthand notes so taken as aforesaid and contain all
13 of the proceedings directed by the Commission or other
14 persons authorized by it to conduct the said hearing
15 to be so stenographically reported.

16 Dated at Springfield, Illinois, on this 25th
17 day of July, A.D., 2001.

18

19

20 Certified Shorthand Reporter

21

22